



# 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 March 11, 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 February 11, 2014.

**B. Board Minutes**

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on February 18, 2014.

**3. PRESENTATIONS - 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. HIV Care Program Contract Agreement 13-20060, Amendment**

Departments: Health Department

Proposed amendment to HIV Care Program Contract Agreement Number 13-20060 with the California Department of Public Health.

**Recommended Action:** Approve County entry into proposed amended contract and authorize the Chairman's signature on the contract documents. Additionally, provide authorization for the Public Health Director to sign amendments that may occur during the contract period of July 1, 2013-March 31, 2016.

**Fiscal Impact:** There is no fiscal impact on the County general fund. This contract will provide the Health Department with \$124,089 for the provision of the HIV Care Program.

**B. Health Officer's Attendance at the 2014 NACCHO Preparedness Summit**

Departments: Public Health

The Preparedness Summit is the premier national conference in the field of public health preparedness. The four-day annual event provides one of the only cross-disciplinary learning opportunities in the field and has evolved over time to meet the growing needs of the preparedness community. The goal of attending is to take information, tools, and resources acquired at the Summit to use in our local

jurisdiction and professional practice and share with colleagues and community partners.

**Recommended Action:** The Board of Supervisors approves the Travel Advance/Reimbursement Request for Dr. Richard Johnson to attend the 2014 NACCHO Preparedness Summit, to be held in Atlanta, Georgia from April 1 through April 4.

**Fiscal Impact:** This trip is funded entirely out of the 2013-14 Hospital Preparedness Program Grant, and there is no impact on the General Fund.

**C. County Maintained Mileage for FY 14 -15**

Departments: Public Works

Consider and potentially adopt annual resolution confirming maintained mileage in the County Road System.

**Recommended Action:** Adopt Resolution R-14\_\_\_, "A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions of the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2014-15."

**Fiscal Impact:** The proposed action will result in no change to the County Road System, which has a total of 684.42 miles of County-maintained roads. Therefore, there will be no fiscal impact to the funds apportioned to the Mono County Road Fund from the State Highway Users Tax Fund for FY 14-15.

**D. Department of Boating and Waterways Grant Agreement FY 14-15**

Departments: Sheriff's Department

The Mono County Sheriff's Department has received its annual Grant Contract from the California Department of Boating and Waterways in the amount of \$131,065.00 for fiscal year 2014-2015. This grant funds boating safety programs and law enforcement on the waterways of Mono County.

**Recommended Action:** 1. For the Board of Supervisors to authorize the Sheriff's Department to participate and renew the contract with the California Department of Boating and Waterways for fiscal year 2014-2015. 2. Authorize the Board of Supervisors to sign the contract via Minute Order with the California Department of Boating and Waterways for fiscal year 2014-2015. 3. Authorize Sheriff Ralph Obenberger to sign the contract and all reimbursement forms for said contract.

**Fiscal Impact:** The grant amount of \$131,065.00 will cover the entire cost of the boating program for fiscal year 2014-2015 and will have no impact on the general fund.

**E. Five-Year System Improvement Plan - CWS and Probation**

Departments: Social Services and Probation

Approval of the Mono County Child Welfare and Juvenile Probation Services Five-Year System Improvement Plan (SIP) and Notice of Intent

**Recommended Action:** Approve and authorize the Chairman of the Board of Supervisors to execute the Child Welfare and Juvenile Probation Services Five-Year System Improvement Plan, and the Notice of Intent for CAPIT/CBCAP/PSSF Program Funding Assurances, for the period December 12, 2013 – October 11, 2018. Provide any desired direction to staff.

**Fiscal Impact:** None at this time. A feature of the SIP contains provisions to explore the necessity of a Program Integrity staff position within the Child Welfare Services staffing structure responsible for quality assurance, in an effort to strengthen administrative practices and required data reporting. The cost of this position, if recommended, would be paid for with State and Federal funds and an approximately 8% County general fund share-of-cost. This item would be set forth as a Requested Policy Item in a future budget.

**F. Minaret Mall Sublease For IT Space**

Departments: Information Technology and County Administrator Officer

Proposed contract with the Town of Mammoth Lakes pertaining to subleasing office space at the Minaret Mall.

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

**Fiscal Impact:** Approximately \$27,000 per fiscal year estimated cost savings to the General Fund, less one-time expenses for preparation and moving as follows: Current IT space in Sierra Center Mall is \$40,756 annually or \$3,396/mo., New IT space in Minaret Mall is approximately \$1,100/mo. Savings per month is approximately \$2,296/mo. or \$27,556/yr.

**G. Public Employment - County Counsel**

Departments: Human Resources

Proposed resolution approving an employment agreement with Marshall Rudolph and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Adopt proposed resolution #R14-\_\_\_\_\_, approving a new employment agreement for Marshall Rudolph, in the position of County Counsel, at a salary of \$14,029 per month and reappointing him for a term of four years effective from March 1, 2014 to February 28, 2018.

**Fiscal Impact:** The cost of this position for the remainder of FY 2013-2014 (March 1st to June 30th) is approximately \$84,798 of which \$56,416 is salary; \$11,385 is the employer portion of PERS, and \$16,997 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2014-2015) would be \$254,394 of which \$169,248 is annual salary; \$34,154 is the employer portion of PERS, and \$50,992 is the cost of the benefits. For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive): \$14,768; New Contract Monthly Compensation: \$14,029; Difference (Monthly): \$739; Estimated Annualized Savings: \$8,868.

**H. Help America Vote Act (HAVA) grant funding**

Departments: Elections Division

Agreement with the Secretary of State's office to provide Mono County with federal reimbursement funds to assist the County in, or reimburse the County for, complying with the requirements of Section 303(a) of the Help America Vote Act pertaining to a statewide voter registration system.

**Recommended Action:** Approve entry into agreement #13G30330 with the California Secretary of State for receipt of up to \$19,402.52 in federal funds to assist Mono County in complying with Section 303(a) of the Help America Vote Act pertaining to the Statewide Voter Registration System Project. Authorize the Mono County Registrar of Voters to sign said agreement, including future amendments if any.

**Fiscal Impact:** This \$19,402.52 in additional revenue not currently included in the budget. This is a reimbursement grant that will be budgeted as needed for voter registration system implementation.

**I. Environmental Services Joint Powers Authority Alternate Designation**

Departments: Clerk of the Board

Mr. Tony Dublino in his capacity as Solid Waste Manager, has the expertise required to attend ESJPA meetings. By appointing Mr. Dublino as an additional alternate, he can not only attend meetings but vote and be counted as a quorum. Although Mr. Dublino has been attending these meetings in past years, this agenda item is to "officially" designate him as an alternate member of this governing board.

**Recommended Action:** Appoint Mr. Dublino, Solid Waste Manager, to serve as Mono County's third alternate on the 2014 Environmental Services Joint Powers Authority (ESJPA).

**Fiscal Impact:** None.

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL)**

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

**A. State Water Resources Control Board Notice**

Notice of Petition for Change received from the State Water Board seeking to bypass flow condition of the Fern Creek diversion facility from 200 gallons per minute (gpm)

to 25 gpm.

**B. Fish and Game Commission**

Correspondence dated February 20, 2014 from the Fish and Game Commission regarding transitioning from printed mail to electronic mailing lists. Additionally, this letter includes an agenda for an upcoming Marine Resources Committee.

**C. Recent Food Drive in Mammoth Lakes**

Letter dated February 26, 2014 from Carolyn Balliet (Salvation Army Mammoth Lakes Committee) commending the Mono County Paramedics for recently volunteering to have a food drive in Mammoth Lakes.

**D. Eastern Sierra Child Support Services Follow Up Memo**

Memorandum from Susanne Rizo, Esq. of Eastern Sierra Child Support Services, following up her Board presentation which occurred on 2/18/14.

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**9. REGULAR AGENDA - MORNING**

**A. Mono Realignment**

Departments: Probation

45 minutes (15 minute presentation; 30 minute discussion)

(Members of CCP) - Presentation by Mono Community Corrections Partnership regarding Mono Realignment.

**Recommended Action:** Receive report and consider and potentially ask questions. Provide any desired direction to staff.

**Fiscal Impact:** None.

**B. Budget Amendment - EBP-TIPS Grant**

Departments: Probation

15 minutes (5 minute presentation; 10 minute discussion)

(Karin Humiston) - Budget amendment to increase revenue projections and expenditure appropriations for EBP-TIPS Grant which was approved by the Board of Supervisors on 8/6/13, and the grant match provided by AB109 funding.

**Recommended Action:** 1) Amend the 2013-14 Board approved Juvenile Institutions budget as follows: Increase Federal grant revenue by \$50,000. Increase appropriation in operating transfers out by \$3,611, Professional and specialized services by \$45,889 and Travel and training by \$500. (4/5ths vote required). 2) Amend the 2013-14 Board approved Probation budget as follows: Increase Operating transfers in from realignment by \$70,000. Increase appropriation in

operating transfers in from Juvenile Institutions by \$3,611 and increase Professional and Special Services by \$70,000 (4/5ths vote required).

**Fiscal Impact:** There is no impact to the General Fund because increased expenditures will be covered by grant funds and AB109 realignment funds.

**C. Mono County Comments on Draft Economic Analysis of the Listing and Critical Habitat Designation Proposals for the Sierra Nevada Yellow-Legged Frog and Yosemite Toad**

Departments: Community Development, County Counsel, Economic Development  
20 minutes (10 minute presentation; 10 minute discussion)

(Wendy Sugimura, Stacey Simon) - Presentation on the County's comments on the Draft Economic Analysis for the US Fish and Wildlife's proposed listing and critical habitat designation for the Sierra Nevada yellow-legged frog and Yosemite toad.

**Recommended Action:** Approve, and authorize chairman to sign, comments from the County on the Draft Economic Analysis with any desired changes. Provide any desired direction to staff.

**Fiscal Impact:** Undetermined at this time, based on future regulatory action by resource agencies.

**D. Board of Supervisors' 2014 Regular Meeting Schedule**

Departments: Clerk of the Board  
20 minutes (5 minute presentation; 15 minute discussion)

(Lynda Roberts) - Review and discuss remaining dates of Regular Meetings scheduled for 2014. Make decisions about specific dates as outlined in the recommended action.

**Recommended Action:** Review and discuss the remaining dates of Regular Meetings scheduled for 2014. Consider the following: 1) dates for budget hearings in June; 2) whether or not to meet during the week of July 4; 3) the meeting of November 11, which falls on a holiday; 4) whether or not to meet on November 18, the week scheduled for the annual CSAC conference (California State Association of Counties); and 5) scheduling evening meetings in various communities. Provide direction to staff as desired.

**Fiscal Impact:** None.

**E. Western Counties Alliance Public Lands Update**

Departments: Board of Supervisors  
20 minutes (10 minute presentation; 10 minute discussion)

(Kenneth Brown, Executive Director) - Kenneth Brown, Executive Director of Western Counties Alliance, will make a brief Public Lands Update to the Board. This item is being sponsored by Supervisor Hunt.

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

**Fiscal Impact:** None.

**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 - Conference with Legal Counsel**

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

**C. 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: 1.

**REGULAR AFTERNOON SESSION COMMENCES AT 2:00 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**

**A. Political Activities Ordinance**

Departments: Board of Supervisors

30 minutes (10 minute presentation; 20 minute discussion)

(Marhall Rudolph) - Proposed ordinance adding Chapter 2.90 to the Mono County Code, pertaining to political activities on County premises. (This item was requested by Board Chairman Larry K. Johnston.)

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

ordinance. Provide any desired direction to staff.

**Fiscal Impact:** None.

**B. Antelope Valley CERT Request to Realign Grant Funds**

Departments: Board of Supervisors

30 minutes (10 minute presentation; 20 minute discussion)

(Jason Foster, Antelope Valley CERT) - The Antelope Valley Community Emergency Response Team was awarded \$2,000 during the County's "Non County Organization" grant fund process. At that time, it was thought that this money would be used to purchase a generator, but since that time a lightly used surplus generator was provided by the Sheriff's Department so this need has been met. This agenda item is to request that this grant money of \$2,000 be repurposed toward the purchase of an Emergency Response Trailer, a main priority for the team. FEMA has already granted a large portion of this money and the deadline for spending the FEMA grant money is the end of March. This item has been placed on the consent agenda at the request of Supervisor Fesko.

**Recommended Action:** Authorize the Antelope Valley CERT Team to realign their \$2,000 Non County Organization grant monies awarded by Mono County and spend it towards the purchase of an Emergency Response Trailer in place of a generator, or provide board direction for re-appointing these funds.

**Fiscal Impact:** None.

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 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 February 11, 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

[02-11-14 draft mins](#)

#### History

Time	Who	Approval
2/26/2014 10:56 AM	County Administrative Office	Yes
2/26/2014 12:28 PM	County Counsel	Yes
3/3/2014 10:27 AM	Finance	Yes



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

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

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

**Regular Meeting  
February 11, 2014**

Flash Drive	#1006
Minute Orders	M14-27 to M14-30
Resolutions	R14-05 to R14-10
Ordinance	Ord14-01

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

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

Pledge of Allegiance led by Supervisor Hunt.

*Break: 11:20 a.m.  
Reconvene: 11:31 a.m.  
Lunch/Closed Session: 12:44 p.m.  
Reconvene: 2:05 p.m.  
Adjourn: 3:47 p.m.*

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

2. APPROVAL OF MINUTES - NONE

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

**Supervisor Alpers:**

- Last Tuesday, Community Advisory meeting in June Lake; MMSA reps attended; want to keep June Lake community updated. Committed to keeping June Mountain open.

**Note**

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

- Will be meeting with MMSA for quarterly liaison meeting.
- Thursday, met with June Lake folks and Caltrans; there is a desire to update monument signage on the way into June Lake. Fraught with administrative issues; there's a lot to work through.
- Had weekly Friday meeting in June Lake alternating between Trout Town Joe's and the Tiger Bar; wide range of discussions.
- Last Wednesday, monthly conference call update and communications session with what's happening with Easement on Conway Ranch; comes down to getting feedback from State Parks; commended Dan Lyster on his work.

**Supervisor Fesko:**

- 2/6/14 Antelope Valley RPAC – USFS and MWTC attended; paramedics and Jeff Beard from the Sheriff's Department showed up too.
- 2/10/14 – LTC; working on overall work program; thanked all staff involved in LTC.
- Meeting with Paul Rudder; wanted to have open discussion about Sierra Center Mall. Has indicated intention to make things right in the mall. Actions will speak louder than words.
- Will be having a meeting with Gene Turner of Inyo regarding Senior Services; going to rear its head again. He will update Board.

**Supervisor Hunt:**

- Spent five days in Death Valley celebrating his birthday this week.

**Supervisor Johnston:**

- Attended IMAACA meeting; may be possibility for our Housing Authority to take on some vouchers that are currently being handled by Stanislaus County Housing Authority.
- Attended LTC meeting.
- This past month; LTC had a hearing in Southern California; touted our MOU. Being used to create four lane projects.
- CSAC – federal court has allowed two more years to meet prison reduction requirements.
- Attended first Treasury Oversight Committee; it was a good meeting, staff did a great job.
- Frogs, toads and Sage Grouse; contacted Boxer and Cook's offices to make sure the letter has been received.
- Will not be here next week; Vice Chair will take over helm and attend ARC meetings.

**Supervisor Stump:**

- Met with Jeff Hunter (group working for Bodie Hills Conservation Group); discussion on Sage Grouse concerns.
- Met with Rick McCoy re: possible diesel compliance issues relating to CARB; primarily off road equipment he's considering working on; need to get him hooked up with our staff to determine potential savings. (CAO scheduling a meeting Mr. McCoy and Jeff Walters.)
- Follow up meeting regarding library in Crowley Lake with Friends of the Library; all parties will be getting together soon. Looking at Crowley Community Center Parcel as location.
- Yesterday, LTC – thanked Tom Hallenbeck from CalTrans, brought new staff member.
- June Lake Monument Sign – issues with it and location; has been agendized by LTC.

## 5. COUNTY ADMINISTRATIVE OFFICE

### CAO Report regarding Board Assignments

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

**Jim Leddy:**

- Weekly basis, Strategic Planning Committee meeting. Gaining momentum. Thanked attendees. Will meet again 4-6:30 p.m. this week. Looking at potentially the end of March for an all day employee event. Bill VanLente looking to bring in a facilitator; thanked him.

**Note**

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## 6. DEPARTMENT/COMMISSION REPORTS

### **Leslie Chapman:**

- Had first Treasury Oversight Committee meeting, very successful. Rose, Joanne and Marilyn are here today, they have done a great job putting this together. We are #11 in the state of 58 counties on return investments.

### **Sheriff Obenberger:**

- Oracom communications project nearing completion; has some bugs to be worked out. Thanked CCP for allowing them to use their money and thank you to I.T.
- Two deputies within the Department have new babies.

## 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. Office of Homeland Security FY 2014 Homeland Security Grant Program

Departments: Sheriff-Coroner

The California Emergency Management Agency has requested a governing body resolution for participation in the Homeland Security Grant FY 2014. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the Homeland Security Grant FY 2014: Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and Mono County Sheriff's Office Finance Officer.

**Action:** Approve Resolution #R14-05, authorizing the Mono County Sheriff-Coroner, the Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Office of Homeland Security FY 14 Homeland Security Grant Program. The Homeland Security Grant will not exceed \$150,000.00.

**Hunt moved; Stump seconded**

**Vote: 5 yes; 0 no**

**R14-05**

#### **Pulled by Supervisor Johnston:**

- Asked if some money can be used toward a generator?

#### **Sgt. Jeff Beard:**

- This money can be used for a generator, but the project needs to be looked at in its entirety.
- Needs to meet with Jason Foster and come up with a plan.

#### **Supervisor Fesko:**

- Maybe it can be used to finish the purchase of the generator?

### B. FY 2014 California Emergency Management Agency Emergency Management Performance Grant Program (EMPG)

Departments: Sheriff-Coroner

The California Emergency Management Agency has requested a governing body resolution for participation in the Emergency Management Performance Grant (EMPG). The resolution should specifically identify the following personnel

#### **Note**

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as grant administrators to administer and sign documents related to the Emergency Management Performance Grant FY 2014: Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and Mono County Sheriff's Office Finance Officer.

**Action:** Approve Resolution #R14-06, authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Emergency Management Performance Grant FY 2014. The Emergency Management Performance Grant will not exceed \$150,000.00.

**Alpers moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**R14-06**

C. FY 2014 California State Parks Off Highway Vehicle Grant Program

Departments: Sheriff-Coroner

The California State Parks Off Highway Vehicle Division has requested a governing body resolution for participation in the Off Highway Vehicle Grant. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the Off Highway Vehicle Grant FY 2014: Mono County Sheriff-Coroner, Mono County Sheriff's Office Off Highway Vehicle Coordinator, and Mono County Sheriff's Office Finance Officer.

**Action:** Approve Resolution #R14-07, authorizing the Mono County Sheriff-Coroner, the Mono County Sheriff's Office Off Highway Vehicle Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the California State Parks Off Highway Vehicle Grant Program for fiscal year 2014. The California State Parks Off Highway Vehicle Grant will not exceed \$120,000.00.

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**R14-07**

**Pulled by Supervisor Fesko:**

- Asked for explanation of what this money is used for?

**Sgt. Jeff Beard:**

- They've never actually received this much money; generally its \$40,000 - \$45,000.
- He applies for all he can apply for, never gets that much. The county has the match money.
- Used for patrol time – wages, equipment, maintenance.
- This grant is not competitive with other entities.

**Supervisor Stump:**

- Asked about application amount; asked if County has match?

D. Sheriff's Department Renewal of Annual Operating and Financial Plan for Controlled Substances

Departments: Sheriff-Coroner

**Note**

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

This is an ongoing contract that gets renewed each year. This agreement supports the operation to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension, and prosecution of suspects engaged in these activities.

**Action:** 1. Authorize the Sheriff's Department to participate and renew the contract with the U.S Department of Agriculture, Forest Service regarding Annual Operating and Financial Plan for Controlled Substances 2014. 2. The Board of Supervisors to sign the above mentioned contract. 3. Authorize Sheriff Ralph Obenberger to sign said contract.

**Alpers moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**M14-27**

E. Mono County Seal and Tourism Logo

Departments: CAO

Proposed ordinance Adding Chapter 1.10 to the Mono County Code Relating to Official County Seal and Tourism Logo and Establishing Regulations for their Use.

**Action:** Adopt proposed ordinance #ORD14-01, Adding Chapter 1.10 to the Mono County Code Relating to Official County Seal and Tourism Logo and Establishing Regulations for their Use.

**Alpers moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**ORD14-01**

F. Proposed Resolution Amending List of Allocated Positions

Departments: Social Services

Approve proposed resolution amending list of allocated positions within the Department of Social Services by decreasing an existing, vacant position (Employment & Training Worker I/II ) and adding a new position (Integrated Case Worker I/II), with approval to fill newly allocated position.

**Action:** Adopt proposed resolution #R14-08, authorizing the county administrative officer to amend the County of Mono list of allocated positions to reflect the decrease of an Employment & Training Worker I/II position and the addition of a new Integrated Case Worker I/II position in the Department of Social Services, and authorizing the County Administrative Officer to fill said newly allocated position.

**Alpers moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**R14-08**

**Supervisor Fesko:**

- Not pulling, just wanted to make a comment that this is to amend the list only. We are not adding to it.

**Note**

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#### G. Consolidation of the June 3, 2014, General Municipal Election

Departments: Elections Division

The Town Council of Mammoth Lakes adopted Resolution No. 14-02 requesting consolidation of the General Municipal Election with the Statewide Direct Primary Election to be held on Tuesday, June 3, 2014.

**Action:** Adopt resolution #R14-09, consolidating the General Municipal Election with the June 3, 2014, Statewide Direct Primary Election.

**Alpers moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**R14-09**

#### H. Energy Efficiency and Alternative Energy Project Stimulus Resolution

Departments: Community Development, County Administrative Office

Proposed resolution of the Mono County Board of Supervisors Waiving Certain Building Permit Fees for Energy Efficiency and Alternative Energy Projects.

**Action:** Adopt proposed resolution #R14-10, Waiving Certain Building Permit Fees for Energy Efficiency and Alternative Energy Projects.

**Hunt moved; Stump seconded**

**Vote: 3 yes; 2 no: Fesko, Alpers**

**R14-10**

##### **Pulled by Supervisor Fesko:**

- This is being brought back after last week's meeting. He thinks dollar amount listed on resolution is artificially low. He has an issue with the \$75,000. He thinks it should be closer to \$250,000.
- We shouldn't pass this; put off to next week's agenda so Tom Perry can answer questions.
- Doesn't think there's a rush on this. No need to vote on it, he can't support it now.

##### **Jim Leddy:**

- There has been no request for a project that has exceeded \$65,000; that is why the \$75,000 was chosen.
- Tom Perry can come back this afternoon to answer questions.
- Later informed board that Tom Perry was not in today.

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

- We're protecting ourselves from big projects; that is why the amount is where it's at.
- He supports this limit.
- Embodied in this resolution is the direction to report back to the board.

##### **Supervisor Alpers:**

- Agrees with Supervisor Fesko; he will not approve now.

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

- He'd like to hear more. We should adopt as-is and then bring back to get questions answered. It can always be amended.
- If he votes on this, he wants Tom to come back within a month with additional explanations.

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

- Wants to make sure it's reviewed.
- This is just a start.

#### 8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

##### **Note**

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

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

A. Town of Mammoth Lakes Regarding Trout Stocking

Copy of correspondence from Dan Holler, Town of Mammoth Lakes to the Fish and Wildlife Office regarding the issue of trout stocking and how its restrictions will dramatically and negatively impact components crucial to our tourism-based local economy.

B. California Department of Fish and Wildlife

Public Notice, dated January 27, 21014 from the California Department of Fish and Wildlife that it has initiated a status review of the Northern Spotted Owl (*Strix occidentalis caurina*) pursuant to Fish and Game Code Section 2074.6. This notice is to solicit data and comments, which must be received by May 1, 2014 to be considered.

C. Bridgeport Fire Protection District

Letter from the Bridgeport Fire Protection District dated January, 22, 2014 regarding the Board's approval of a reduction of property taxes apportioned in December, 2013.

**Supervisor Stump:**

- Feels there is a large misunderstanding between public and special districts on how taxes are distributed. We need to communicate to them that we have not done anything wrong in a letter.
- He has asked Leslie Chapman to put together a fact sheet.

**Supervisor Fesko:**

- Had meeting with Leslie to update her on this particular district/issue. The responsibility does sit with the county; he agrees with additional communications.

**Leslie Chapman:**

- She is happy to meet with them for further communications and outreach. She'll ask if she can attend their meeting.

\*\*\*\*\*

*The Board acknowledged receipt of the correspondence.*

9. REGULAR AGENDA - MORNING

A. December 31, 2013 Quarterly Investment Report

Departments: Treasurer-Tax Collector

(Rosemary Glazier) - Report to the Board Quarterly Investment Report for quarter ending: December 31, 2013.

**Action:** None. Informational only.

**Rose Glazier:**

- Gave overview of reports, figures.
- Next Treasury Oversight Meeting is May 12<sup>th</sup> in Mammoth.
- Handed out Transaction Report (to be posted to web).

**Note**

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

**Supervisor Stump**

- White Mountain Fire District was very impressed with our earning.

**Supervisor Hunt:**

- Appreciates what staff is doing to keep on top of all of this.
- Asked general questions.

**B. National Association of Counties Legislative Conference - Permission for Out of State Travel**

Departments: County Administrator's Office

(Jim Leddy) - Authorize one member of the Board and one county staff member to attend the 2014 National Association of Counties Annual Legislative Conference. It is recommended that Mono County's alternate NACo appointee, Supervisor Tim Fesko, be the Board attendee and County Administrator Jim Leddy be the staff attendee.

County travel policy requires that any out of state travel (as defined as travel outside of Nevada or California) for county business purposes be authorized by Board action.

**Action:** Authorize Supervisor Tim Fesko and County Administrator Jim Leddy to attend the National Association of Counties Annual Legislative Conference in Washington, DC.

**Alpers moved; Stump seconded**

**Vote: 4 yes; 1 no: Johnston**

**M14-28**

**Jim Leddy:**

- Explained item; asking for permission for Supervisor Fesko and himself to attend NACO's Annual Legislative Conference.
- The training/travel amounts are already included in the budget.
- Can't overstate the importance of Mono County attending/having a voice.
- Hunkering down in a time of crisis is a natural reaction, but it's the wrong path.

**Supervisor Hunt:**

- He's been the NACO rep and even attended this conference when it was in Reno; he doesn't think it's necessary or effective for us to go to these. We need to rely on CSAC representatives to do this.
- We are able to communicate with Legislators directly by email, picking up the phone, etc.
- He doesn't see this as valuable to our county.
- Pressure is on for action.

**Supervisor Alpers:**

- He disagrees with Supervisor Hunt; he supports Supervisor Fesko going.
- Feels making the trip, going the distance, makes an impression.
- Although these trips are exhausting (when done right), he can't stress enough the importance of our county going.

**Supervisor Stump:**

- He isn't sure about this; he's willing to support it this time. He'd like a follow up report when they get back.
- He's cognizant that the public is not very supportive of the whole "junket" idea.
- He'll support it this time only; just has concerns that people go to these things to have fun.

**Supervisor Fesko:**

**Note**

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

- Mono County recently passed a Legislative Platform and we need to do something with it, not just stick the document on a shelf.
- He's deferring expertise to CAO.
- He will have to spend a couple hundred dollars out of his own pocket due to miscalculations.
- We will only see long term progress, not quick fixes from a trip like this.

**Supervisor Johnston:**

- Doesn't think this is good timing; we've asked all our departments to cut back and here we are talking about flying off to Washington.
- He's calculated well over \$2,000 per person; it doesn't make any sense to do this right now.
- We already have great Legislative contacts.
- Does not support this; we need to be interacting where we're most effective: CSAC and RCRC. We need to hunker down.

**Leslie Chapman:**

- Just to clarify, our county does not reimburse for any alcohol, ever.

## C. Political Activities Ordinance

Departments: Board of Supervisors

(Marshall Rudolph) - Proposed ordinance adding Chapter 2.90 to the Mono County Code, pertaining to political activities on county premises. (This item was requested by Chairman Larry K. Johnston.)

**Action:** No action.

**Marshall Rudolph:**

- This is a policy change item requested by Chairman Johnston; Marshall's role here is to explain legal perimeters.
- Explained item and staff report, which statutes referenced, etc. Drafted to address when something occurs vs. where.
- Mono County has an existing regulation that applies; easy to see how our regulation excludes elected officials and only applies to "employees". In Inyo County the regulation applies to elected officials.
- "Political Activity" must be defined in order to address this. He has crafted his ordinance in a narrow fashion to address the "premises" definition, avoiding the "working hours" issue. It's more consistent with the type of regulations we have in our employee system.
- Speaking during "public comment" can't be regulated.
- Town Hall meetings should be excluded.
- There is a way to handle violation of codes with the D.A. if necessary.
- Union political activity – easy to add to list of exceptions.
- Use of facilities: hours can be defined.
- You can't be spending county resources on legislative issues.
- He will bring back a modified version for another first reading the second meeting in March.

**Supervisor Hunt:**

- Asked about "county premises" definition – maybe should say "owned and/or leased".
- He's on the fence about this; doesn't want to layer regulations without fully understanding them. There are too many undefined circumstances to support at the moment.

**Supervisor Stump:**

- Common for candidates to show up at RPACs, wouldn't want to take that away from candidates.
- Willing to see this brought back at a later time with modifications.

**Supervisor Fesko:**

**Note**

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- This is attempting to solve a problem that doesn't need to be solved.
- This is all stemming from lack of judgment from elected officials and a story in the media.
- Feels this is going to create more problems than solutions.
- Agrees there are too many circumstances that aren't addressed to approve this.

**Supervisor Alpers:**

- If we lay out some guidelines, it can drastically improve lack of judgment.
- Doesn't think there should be limits on when county facilities can be used.

**Supervisor Johnston:**

- Good attempt at draft ordinance; he feels like public meetings should be excluded specifically.
- By focusing on premises, it deals with everybody: those already elected, those wanting to be elected, employees, etc.

**Tim Kendall, D.A.:**

- Wants to clarify for the Board what happened with management meeting regarding the "lack of judgment issue" and the media. Both he and the Sheriff asked for signatures after the meeting ended; the petitions were left on a table. This was an innocent request.
- The issue of whether it was appropriate for them to do this or not was brought up to the CAO's office ahead of time. They were told they could do it, otherwise they would not have done it.
- Whatever is drafted needs to be equitable to everyone.
- Hard to define hours when you're never off the clock.
- Premises: problematic because county premises are used for everything.
- Maybe limit to county working hours ON county premises, period. Exclude evening hours and locations.
- He's in an awkward position with prosecution; should be limited to specific actions.

**Jerry Frederick (Local 39):**

- Wants to know what effect this can have on employees when in meetings?

**Sheriff Obenberger:**

- Elected officials are 24/7.
- Asked about his meet and greets that are scheduled at various hours at various county buildings.
- Whatever the Board decides will be adhered to as long as it's equitable.

**Bob Musil (Assessor):**

- His concern with proposed ordinance is what's considered as "political activity". A lot of what they do is political just by nature of the job.

**Nancy Mahannah:**

- Discussion about her activities; concerned with "political activity" definition. How would that affect her job?

**Jim Leddy:**

- Suggested the Board not go into closed session until 12:30 to allow for a full hour of mid-year budget prior to then.

**D. 2013-14 Mid-Year Budget Review**

Departments: County Administrative Office and Department of Finance

(Jim Leddy, CAO and Leslie Chapman, CPA, Finance Director) - Review of County Budget at mid-year. To view all supporting documents submitted with this item, please use the following link:

<http://monocounty.ca.gov/auditor/page/201314-mid-year-budget-review>. A hard copy of all these materials are available on file at the Clerk's office.

**Action: NO ACTION TAKEN PRIOR TO LUNCH/DISCUSSION TO CONTINUE AFTER LUNCH**

**Note**

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**Jim Leddy:**

- He and Leslie Chapman, Finance director, are taking this opportunity to make augmentations where appropriate.

**POWER POINT:**

- Budget Review CAO/Finance
  - Background
  - Purpose of Midyear
- Overview of Finances
- Cost Containment – Service Preservation
- Building FY 2014-2015 Budget
- Board questions/comments of individual Budgets, and public comments
- Adoption of Requested Actions

**Additional Comments:**

- He and Leslie have offered to sit down with anyone who wishes to discuss this.
- It takes a year and a half to two years to see property tax increase for our county.

**Leslie Chapman:**

- Net of A87 costs (all administrative departments/costs): all A87 costs were removed from the budgets to be able to see the savings. Added back in liability and worker's comp.
- There is about a year lag time between our location in California vs. other locations.
- Counties are providing a lot of services that state and federal agencies used to provide.

**Supervisor Alpers:**

- What is lag time between Rural California, Inland and Coastal California? (Leddy: 18 month to two years.)
- Part of this is to educate the public.

**Supervisor Stump:**

- Thanked all employees that came; he doesn't like having to look at a picture like this.
- Asked for a definition a Net A87 costs.
- Structural Deficit: we're spending more than we've got.
- Reserves – we don't have enough to use anymore. Do we need to declare a fiscal emergency?
- Important in re-design meetings: we need to listen to all ideas that employees are coming up with to cut costs without those employees having to go all the way to the Board.
- Coffee with the CAO – doesn't want it to be "coffee with the captives".
- Pre 2008 figures not covered.
- Stated that he doesn't use any county benefits.

**Supervisor Johnston:**

- He likes graphs, asked about unsecured roll. Is there a graph?
- Why the drop in tax roll?
- Explain why what happens in Mammoth is so significant?
- Feels like some of the long term liabilities and unmet needs listed are scare tactics.
- Addressed CARB compliance.
- We could get another growth bubble in Mammoth.
- Stated that he already has a reduced compensation in his benefits.

**Supervisor Fesko:**

- He also takes a cut in benefits.
- Why are we spending so much more money than 10 years ago? What extra services are we providing?

**Bob Musil:**

- Discussion about secured vs. unsecured tax rolls. The tax roll has dropped 13.5% since 2009.
- Discussed median sales prices in Mammoth in 2009.

**Note**

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

- Pre 2009 figures are not in current tax database.
- He's willing to put together some figure from 2002 forward.

**THE FOLLOWING PUBLIC/EMPLOYEES MADE COMMENTS:**

- **Steve Amondson (Road Dept)**
- **Judy Curti (FTS III, Accounts Payable)**
- **Jerry Frederick (Local 39)**
- **Bob Musil (Assessor)**
- **Tim Kendall (D.A.)**

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 - Claim For Damages

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and circumstances: Claim for damages presented by Youssef Boulaalam on January 8, 2014.

B. 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.

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 2:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

13. REGULAR AGENDA - AFTERNOON

A. Claim For Damages

Departments: County Counsel, Risk Management

**Note**

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

(John-Carl Vallejo) - Claim for damages filed by Youssef Boulaalam.

**Action:** Reject claim for damages and direct staff to notify claimant of action.

**Hunt moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**M14-29**

**John Vallejo:**

- Explained item. Gave staff recommendation.

## B. 2013-14 Mid-Year Budget

Departments: County Administrative Office and Department of Finance

(Jim Leddy, CAO and Leslie Chapman, CPA, Finance Director) - Continued Mid-Year Budget Discussion from the morning session.

**Action:** 1) Review the proposed adjustments and approve changes to appropriations as indicated or amended to capture savings in Current Year (FY 2013-2014) Budget per each department. 2) Approve Policy Items including the use of contingencies and transferring General Fund savings to County Reserves. 3) Adopt an updated County Allocation List. 4) Direct staff to continue the Cost Containment, Service Preservation and Redesign efforts. 5) Continue with Strategic Planning efforts to augment the short term budget needs and develop long term focused plans for the County.

**Fesko moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**M13-30**

## **CONTINUED FROM MORNING SESSION:**

**Jim Leddy:**

- There are some questions to answer from South County that were emailed.
- \$1,000 million dollars from Trindel Account to go into the CARB compliance issue. Basically taking it out of one savings account and committing it to another.
- This conversation will continue to go forward.

**Supervisor Hunt:**

Questions sent via email from South County:

- Why doesn't the board stand up for staff and service levels?
- In looking at long term solutions, why not looking at increasing revenues as something they have control over?
- Why subsidizing new development by having no fees?
- Why has the board rejected reasonable fee increases?
- Why is there is a disconnect between revenues and service levels?
- Assessment revenues?

Other comments:

- There needs to be a balance on what is cut.

**Leslie Chapman:**

- Explained deficit showing on budget; we have a carry forward surplus that we get.
- Explained the reasons we will have escalating costs.
- Not talking about being in debt; if we continue on the way we have been, we'll need \$4.7 million.
- Expected Revenues vs. Expected Expenses = \$4.7 million next year.

**Supervisor Stump:**

### **Note**

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- Fee structures have to be documented; they can't just arbitrarily be changed. This is state law.
- The judgment has already been made that the Board is not stepping up for staff and service levels. He'd like examples from the person questioning as to what the board is not doing. Where is the data?

**Supervisor Johnston:**

- Subsidization of solid waste fund; has been rectified by increasing fees.
- When people pay their property taxes, they have a certain expectation of service.
- Spoke of town and T-Bid which was self-generated; to do one in the county we'd have to bring the idea through businesses.
- It sometimes takes awhile for an organization to see change.
- It's important for people to express their emotions, sometimes that includes data and sometimes it doesn't.
- The employees need to work with CAO and Finance with their ideas for cutting costs.
- We're lucky that our main tax base is property taxes.

**Supervisor Fesko:**

- Important to remember that when discussing "revenues", we're talking about increase in taxes and fees on the public.

**Supervisor Alpers:**

- Asked about Economic Development position that hasn't been filled.

**THE FOLLOWING PUBLIC/EMPLOYEES MADE COMMENTS:**

**Megan Foster (Social Services)**

**Mary Clark (Admin. Services Specialist, Public Works)**

**Pat McGee (Public Health)**

**Brett McCurry (Public Works)**

**Jeff Simpson (Economic Development)**

**DISCUSSION REGARDING VARIOUS DEPARTMENTS' BUDGETS:**

- Clerk-Recorder – not much to cut because it's an election year.
- Community Development Department – general discussion about when Scott retires.
- Economic Development – discussion about the hiring of part time individual.
  - Supervisor Alpers/Stump: need more time to think about it.
  - Supervisor Johnston: money should be put into something that will generate money.
  - Supervisor Hunt: we need to hire this person.
  - Supervisor Fesko: news to him which position they are filling.
  - Alicia Vennos: couldn't find the expertise required with only a 6 month contract.
  - Addresses tourism issue and CDBG grants.
  - Jim Leddy: The board doesn't need action to hire, it was already approved.
  - Supervisor Alpers: changes vote to yes. Asked for updates.
  - RFP for grant sent out.
- Information Technology:
  - Reason for such a decrease in budget is because they are not filling a position.
  - Keeping up so far, next year could be a different issue.
- Public Works – Motor Pool:
  - Supervisor Johnston: he wants to postpone the purchase of new vehicles, stretch the usefulness.
  - Jeff Walters: can do whatever the board directs;
  - Leslie Chapman: that money can't be spent on anything else; the rates can be adjusted.

**Note**

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- Sheriff's Department:
  - Supervisor Johnston: can we cut overtime?
  - Sheriff Obenberger: cheaper to utilize overtime than hire a full time employee. About 1/3 of overtime is grant driven.
  - Supervisor Stump: he'd like to see an analysis.
  - Supervisor Fesko: Out of county deputy issues; he'd like an analysis.
- Supervisor Stump: kudos to Social Services, Senior Citizens Services, Public Health, Behavioral Health – they all work together and share resources.

**CONTINGENCIES/GENERAL RESERVES DISCUSSION:**

**Supervisor Fesko:**

- Went over proposed uses for the \$305,000 contingency monies.

**Leslie Chapman:**

- Gave explanation of proposed contingency uses.

**Supervisor Johnston:**

- Thanked everyone for being involved.

**Supervisor Alpers:**

- Appreciates the candidness of everyone.

**Supervisor Hunt:**

- Change is in order; need to have an open mind.

**Supervisor Fesko:**

- Appreciates everyone being here.
- Encourages people to speak to him directly if anyone has questions.

**Supervisor Stump:**

- Encourages people contact him via email and/or phone.

ADJOURN 3:47 p.m.

ATTEST:

---

LARRY K. JOHNSTON  
CHAIRMAN

---

SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

**Note**

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**      March 11, 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 February 18, 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

[02-18-14 Draft](#)

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#### History

Time	Who	Approval
2/26/2014 10:56 AM	County Administrative Office	Yes
2/26/2014 12:28 PM	County Counsel	Yes
3/3/2014 10:38 AM	Finance	Yes



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

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

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

**Regular Meeting  
February 18, 2014**

Flash Drive	On portable recorder
Minute Orders	M14-31 to M14-32
Resolutions	R14-11
Ordinance	Ord14-02 – Not used

9:02 AM Meeting Called to Order by Vice Chairman Fesko.

*Supervisors present: Alpers, Fesko, Hunt and Stump.  
Supervisors absent: Johnston.*

Pledge of Allegiance led by Supervisor Alpers.

*Break: 10:37 a.m.  
Reconvene: 10:50 a.m.  
Break: 10:53 a.m.  
Reconvene: 10:57 a.m.  
Closed Session/Lunch: 11:03 a.m.  
Reconvene: 1:01 p.m.  
Adjourn: 1:06 p.m.*

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

**Note**

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

**Action:** Approve Minutes of the Regular Meeting of February 4, 2014, as corrected.

**Hunt moved; Stump seconded**

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

**M14-31**

**Supervisor Stump:**

- On page 6 of draft minutes, under item 8b, his comment should say, "Due to the closure of Highway 120 East, a lot of driving time has been added for Benton residents".
- On page 8 of draft bullets, his third bullet point should read, "When the new code gets adopted please find an obsolete code to repeal".

**Supervisor Fesko:**

- On p. 8 of draft minutes under second bullet point, add "and should include outreach to contractors in north county".

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

**Supervisor Alpers:**

- Last Wednesday, Mono Basin RPAC; well attended. Big topic was Conway Ranch and MOU.
- Asking CAO and Finance to review Budget with Mono Basin RPAC at next meeting.
- Had his office hours again this past Friday, another good turnout. People are feeling free to express vocally how they are feeling; it's been extremely valuable.

**Supervisor Fesko:**

- On 2/11/14, he attended Mono County Chamber of Commerce meeting in Walker. Discussed various things including water content, upcoming events (i.e. ATV Jamboree, copy of advertisement to be kept in today's folder).
- Dentist last week, had to have a crown put on.
- Met with several business people in Walker on how to improve the town.
- Conway Ranch, Tony Vaught plan – he's gotten a lot of questions on this.
- Notices were mailed out to his Mammoth constituents about upcoming roundtable discussion tonight.

**Supervisor Hunt:**

- Working to stimulate interest in public service generally over the past few months with an emphasis on Mammoth Lakes Town Council.
- Out walking dog on golf course, he fell into pond that was not as frozen as it looked. Very dangerous for pets and people; be careful.

**Supervisor Johnston:**

- Absent.

**Supervisor Stump:**

- Wednesday evening; attended the Long Valley Fire Board meeting with Leslie; ERAF issue and the percentage that this district is being charged was discussed. Some answers have been found; Leslie is preparing a memo to that board. It's going to take legislative action at the state level to fix this.
- Had meeting concerning Little Rock Creek Ranch project
- Finally received word from AT&T that a cell tower is to be built in April. It remains to be seen if this will happen or not; discussed additional improvements in both Chalfant and Crowley.

5. COUNTY ADMINISTRATIVE OFFICE

**Note**

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

## CAO Report regarding Board Assignments

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

### **Jim Leddy:**

- Attended Town Liaison quarterly meeting.
- Strategic Plan Steering Committee meetings continuing; been very well represented and attended. Interviews for Facilitator to occur 4:00 p.m. on Thursday.
- Coffee with CAO, going to start back up on monthly basis beginning in March at 8:00 a.m. First Thursday for Bridgeport at Memorial Hall and first Friday for Mammoth at the Sierra Center Mall Board Chambers.
- Brainstorming sessions with employees to find cost saving ideas (in terms of the budget) to commence: Bridgeport will be Wednesday at noon at the Memorial Hall; Mammoth will be Friday at noon here at Board Chambers.
- Supervisor Alpers: he's seeing us building a business relationship between the board, employees and staff and likes the direction we're headed.
- Supervisor Stump: Wants to make sure that the media hears that the facilitator we're trying to bring in is being paid for by outside revenues from our insurance funds; not from county general fund money.
- Trindel Insurance money can only be used for leadership development; has to be invested in our employees.
- Supervisor Fesko – Jim has heard loud and clear what the board is looking for.

## 6. DEPARTMENT/COMMISSION REPORTS

### **Steve Marti (Fisheries Commission):**

- At last meeting two weeks ago, heard a lot of discussion about the drought. Jim Erdman gave a report on the concern for fish stocking this summer due to drought situation.
- Discussion about critical water flows on Conway; IAG concern is that SCE has not made a prediction of water flow out of Lundy.
- Recommendation is that after MOU is complete, first thing the board should consider is installing a well.
- Supervisor Stump: ask staff to contact SCE and give us an update; maybe a letter? First thing is to resurrect the well/water supply information.
- Dan Lyster: he's left a message with SCE. If the water is not there, what can SCE do about it? There have been some personnel issues, but he'll try to get an update.
- Supervisor Fesko: Thanked Steve and the Fisheries Commission. He understands the water issue is big. Should we have an agenda item regarding the well?
- Supervisor Alpers: feels we need to have MOU in place first before anything else.
- Marshall Rudolph: discussed past water studies; they're old and can't be used off the shelf but they do have value. Overuse of groundwater is a large concern. Can be agendized; it will generate a very large discussion.

## 7. CONSENT AGENDA - NONE

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

## 8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

### A. Sierra Paradise Estates

#### **Note**

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

Departments: Clerk of the Board

Letter from Sierra Paradise Estates addressed to Mr. Ken Pimlott, California Department of Forestry and Fire Protection, regarding proposed Rock Creek Ranch development.

**Supervisor Stump:**

- Since this piece of correspondence is part of 9c; further discussion can be held then.

B. Department of Transportation

Letter dated 2/7/14 from Tom Hallenbeck (Department of Transportation) to Scott Burns, regarding State Highways under winter closure.

**Supervisor Alpers:**

- He requests that this letter be sent to all RPAC's countywide and to Inyo County Board of Supervisors (Scott Burns to handle this).

\*\*\*\*\*

*The Board acknowledged receipt of the correspondence.*

9. REGULAR AGENDA - MORNING

A. Child Support Program Update

Departments: Board of Supervisors

(Susanne Rizo, Director) - Presentation from Susanne Rizo, Director of the Eastern Sierra Child Support Program giving an update to the Board. This presentation is on the agenda at the request of Supervisor Johnston.

**Action:** None.

**Susanne Rizo, Director:**

- Introduced Emily Casabian (Supervisor in her Department) who came with her today.

**BENEFITS OF CHILD SUPPORT POWERPOINT:**

- Child Support Professionals Work to Increase Collections for Families.
- Ongoing Efforts to Increase Recovery of Public Assistance.
- How is the Child Support Program Funded?
- How Much Does it Cost to Fund the Program?
- Historically, Allocations have Been Under-Expended.
- Collections and the Role of Performance Measures (Federal, California).
- Statewide Goals for Cost Effectiveness.
- DCSS Goals for Eastern Sierra 2012-2013.
- Performance Statistics since Regionalization.
- Caseload by Geographic Area.
- State Hearing Program for Complaints aka Ombudsperson Program.
- If a Customer Disagrees with a Decision.
- Questions?

**Additional Comments:**

- Explained the 110% formula.
- Working on the "stigma" and finding positive ways to communicate with those actually being compliant.
- We're seeing a decrease in some of the Mono County cases.
- She plans to get some figures from her analyst and forward to Board.
- Currently has 9 staff and this number seems to be working.
- She thinks the current Inyo/Mono structure is invigorating.

**Note**

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

- Spoke about maternity outreach being done. She's happy to bring her teen outreach anywhere within the county.

**Supervisor Stump:**

- How can you have 110% of something?
- Asked what an "in locate" case is?
- Are there positive reinforcements, not just negative reinforcements?
- Asked about defense for people being prosecuted?
- Asked about amount to run program?
- What happens to under-expenditures?
- Spike in cases due to economic downturn?
- Asked about child support obligations in reference to grandparents.

**Supervisor Fesko:**

- Who bears cost of the program?

**Supervisor Alpers:**

- Asked about collections amount for both Inyo and Mono County; asked about the higher wages in Mono County.

**Supervisor Hunt:**

- How do you work through multi-state issues?
- How is all this handled with such limited staff?
- What is general structure between Inyo/Mono Counties?

**Leslie Chapman:**

- There is no county match on this program.

**B. Mono Realignment**

Departments: Probation

(Members of CCP) - Presentation by Mono Community Corrections Partnership regarding Mono Realignment.

**Action:** None. Pulled.

**This item was pulled from the agenda, to be rescheduled later.**

**C. Rock Creek Ranch Specific Plan Amendment and Tentative Tract Map Modification, Public Hearing 10:45 a.m.**

Departments: Community Development Department

(Courtney Weiche) - Open public hearing and continue to a date to be determined, allowing time for adjustments to respond to revised Cal Fire comments and Paradise Fire Protection District comments.

**Action:** Continue public hearing (at the request of staff) until the regularly scheduled Board Meeting in Mammoth on May 20, 2014.

**Stump moved; Hunt seconded**

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

**M14-32**

**Item continued per Vice Chairman Fesko**

**Courtney Weiche:**

- Asked that this be postponed until a specific date of May 20, 2014. Location will be here in Mammoth Lakes, CA.

**Supervisor Stump:**

- Just wanted it on record that the correspondence on today's agenda relates directly to this item.

**Note**

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

Reconvene: 10:57 a.m. to celebrate Jim Leddy's birthday; his entire family surprised him by showing up and bringing a cake.

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.

REGULAR AFTERNOON SESSION COMMENCES AT 1:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

13. REGULAR AGENDA - AFTERNOON

A. Antelope Valley Community Center Remodel Project

Departments: Public Works

(Vianey White) - Proposed resolution finding that competitive bidding for the Antelope Valley Community Center Remodel Project would be futile, would produce no competitive advantage, and is not required, given the significant number of community volunteers who are willing to perform the work at no charge to the County.

**Action:** Adopt proposed resolution #R14-11, finding that competitive bidding for the Antelope Valley Community Center Remodel Project would be futile, unavailing, and would produce no competitive advantage and authorizing the project to be carried out by community volunteer labor with facilities staff oversight and assistance.

**Alpers moved; Hunt seconded**

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

**Note**

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

**R14-11**

**Vianey White:**

- Informed Board that there are several community members from Walker in the Board room to show their continued support.
- Staff is recommending approval of this resolution.
- Explained item and potential costs associated with it; gave brief history of item.

ADJOURN at 1:06 p.m. in memory of Lee McCoy of Bridgeport, CA who passed away unexpectedly on 1/23/14.

ATTEST:

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TIMOTHY FESKO  
VICE-CHAIRMAN

---

SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

**Note**

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Health Department**

**TIME REQUIRED**

**SUBJECT** HIV Care Program Contract  
Agreement 13-20060, Amendment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed amendment to HIV Care Program Contract Agreement Number 13-20060 with the California Department of Public Health.

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### RECOMMENDED ACTION:

Approve County entry into proposed amended contract and authorize the Chairman's signature on the contract documents. Additionally, provide authorization for the Public Health Director to sign amendments that may occur during the contract period of July 1, 2013-March 31, 2016.

---

### FISCAL IMPACT:

There is no fiscal impact on the County general fund. This contract will provide the Health Department with \$124,089 for the provision of the HIV Care Program.

---

**CONTACT NAME:** Sandra Pearce

**PHONE/EMAIL:** 760.924.1818 / spearce@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:

Lynda Salcido  
Sandra Pearce  
Pat McGee

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

- [BOS Staff Report](#)
- [Amended HIV Care Program Contract Agreement #13-20060](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/14/2014 8:35 AM	County Administrative Office	Yes
2/26/2014 12:32 PM	County Counsel	Yes
3/3/2014 9:51 AM	Finance	Yes

# COUNTY of MONO

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

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



DATE: February 4, 2014  
TO: Honorable Board of Supervisors  
FROM: Sandra Pearce, HIV Care Program Coordinator  
SUBJECT: **HIV-AIDS Care Program Contract 13-20060 Amendment  
July 1, 2013-March 31, 2016**

**Recommendation:** That the Board of Supervisors approve County entry into the proposed amended contract and authorize the Chairman's signature on the following documents.

- 4 copies of the Standard Agreement Amendment
- 1 copy of the CCC-307 Contractor Certification
- 1 copy of the Darfur Contracting Act Certification

Additionally, provide authorization for the Public Health Director to sign amendments that may occur during the contract period of July 1, 2013-March 31, 2016.

**Discussion:** For more than a decade, the Health Department has contracted with the California Department of Public Health, Office of AIDS (OA) for the provision of the Care Program. The goal of this program is to improve the quality and availability of care for low-income, uninsured, and underinsured individuals and families affected by HIV disease. Care services also help eligible individuals maintain their health and reduce the risk of treatment failure and/or HIV transmission.

**Fiscal Impact/Budget Projections:** There is no fiscal impact on the County general fund. This contract will provide the Health Department with \$124,089 for the provision of the HIV Care Program from July 1, 2013-March 31, 2016.

For questions regarding this item, please call Sandra Pearce at (760) 924-1818.

Submitted by: Sandra Pearce, HIV Care Program Coordinator

Reviewed by: Lynda Salcido, Public Health Director

**STANDARD AGREEMENT AMENDMENT**

STD 213A (Rev 6/03)

Check here if additional pages are added: 1 Page(s)

Agreement Number <b>13-20060</b>	Amendment Number <b>A01</b>
Registration Number:	

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

State Agency's Name <b>California Department of Public Health</b>	Also known as CDPH or the State
Contractor's Name <b>County of Mono</b>	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2013** through **March 31, 2016**
3. The maximum amount of this Agreement after this amendment is: **\$ 124,089**  
One Hundred Twenty Four Thousand, Eighty Nine Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** This amendment increases the funding level and extends the term of this agreement by 2 years, due to a revised state allocation formula for this program.
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$92,589 and is amended to read: ~~\$31,500 Thirty One (Thousand, Five Hundred Dollars)~~ **\$124,089 (One Hundred Twenty Four Thousand, Eighty Nine Dollars)**

(Continued on next page)

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
Contractor's Name <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>County of Mono</b>		
By <i>(Authorized Signature)</i> 	Date Signed <i>(Do not type)</i>	
Printed Name and Title of Person Signing		
Address <b>County of Mono</b> <b>P.O. Box 476, Bridgeport, CA 93517</b>		
<b>STATE OF CALIFORNIA</b>		
Agency Name <b>California Department of Public Health</b>		<input checked="" type="checkbox"/> Exempt per: <b>OA Budget Act 2013</b>
By <i>(Authorized Signature)</i> 	Date Signed <i>(Do not type)</i>	
Printed Name and Title of Person Signing <b>Yolanda Murillo, Chief, Contracts Management Unit</b>		
Address <b>1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</b>		

- IV. Exhibit B - Budget Detail and Payment Provisions, is hereby replaced in its entirety with Exhibit B, A01, Budget Detail and Payment Provisions.

“All references to Exhibit B, Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, A01, Budget Detail and Payment Provisions.”

- V. Exhibit B – Attachment I, AMENDED Budget (Year 1), Attachment II, Budget (Year 2) and Attachment III, Budget (Year 3), are hereby augmented to this agreement.

**Exhibit B – A01**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the attached budget.
- B. Invoices must include the Agreement Number and Program Name and must be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than ~~thirty (30)~~ **forty-five (45)** calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk  
California Department of Public Health  
Office of AIDS  
MS 7700  
1616 Capitol Avenue, Suite 616  
P.O. Box 997426  
Sacramento, CA 95899-7426

- C. Invoices shall:
- 1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
  - 2) Identify contract agreement number.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Exhibit B – A01**  
Budget Detail and Payment Provisions

**4. Amounts Payable**

A. The amounts payable under this agreement shall not exceed:

- 1) ~~\$31,500~~ **\$34,989** for the budget period of 07/01/13 through 03/31/14
- 2) **\$44,550 for the budget period of 04/01/13 through 03/31/15**
- 3) **\$44,550 for the budget period of 04/01/13 through 03/31/16**

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

**5. Timely Submission of Final Invoice**

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

**6. Allowable Line Item Shifts**

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

**7. Expense Allowability / Fiscal Documentation**

A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

**Exhibit B – A01**  
Budget Detail and Payment Provisions

- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

**8. Recovery of Overpayments**

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
  - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
  - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**Exhibit B - Attachment I**  
**HIV Care Program**  
**AMENDED Budget (Year 1)**  
 July 1, 2013 through March 31, 2014

	Original HCP Budget	Original MAI Budget	Original Total Budget	<u>A01 HCP Amendment</u>	<u>A01 MAI Amendment</u>	<u>A01 Total Budget</u>
A. PERSONNEL	\$25,291	\$0	<del>\$25,291</del>	<u>\$3,081</u>	<u>\$0</u>	<u>\$28,372</u>
B. OPERATING EXPENSES	\$1,814	\$0	<del>\$1,814</del>	<u>(\$374)</u>	<u>\$0</u>	<u>\$1,440</u>
C. CAPITAL EXPENDITURE	\$0	\$0	<del>\$0</del>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
D. OTHER COSTS	\$2,330	\$0	<del>\$2,330</del>	<u>\$0</u>	<u>\$0</u>	<u>\$2,330</u>
E. INDIRECT COSTS (Up to 15% of Personnel)	\$2,065	\$0	<del>\$2,065</del>	<u>\$782</u>	<u>\$0</u>	<u>\$2,847</u>
<b>TOTAL BUDGET</b>	<b>\$31,500</b>	<b>\$0</b>	<b>\$31,500</b>	<b><u>\$3,489</u></b>	<b><u>\$0</u></b>	<b><u>\$34,989</u></b>

**Exhibit B - Attachment II**  
**HIV Care Program**  
**Budget (Year 2)**

April 1, 2014 through March 31, 2015

	<b>HCP Budget</b>	<b>MAI Budget</b>	<b>Total Budget</b>
A. PERSONNEL	\$35,439	\$0	\$35,439
B. OPERATING EXPENSES	\$800	\$0	\$800
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$5,255	\$0	\$5,255
E. INDIRECT COSTS (Up to 15% of Personnel)	\$3,056	\$0	\$3,056
<b>TOTAL BUDGET</b>	<b>\$44,550</b>	<b>\$0</b>	<b>\$44,550</b>

**Exhibit B - Attachment III  
HIV Care Program  
Budget (Year 3)**

April 1, 2015 through March 31, 2016

	<b>HCP Budget</b>	<b>MAI Budget</b>	<b>Total Budget</b>
A. PERSONNEL	\$35,439	\$0	\$35,439
B. OPERATING EXPENSES	\$800	\$0	\$800
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$5,255	\$0	\$5,255
E. INDIRECT COSTS (Up to 15% of Personnel)	\$3,056	\$0	\$3,056
<b>TOTAL BUDGET</b>	<b>\$44,550</b>	<b>\$0</b>	<b>\$44,550</b>

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1.        \_\_\_\_\_  
          Initials            We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2.        \_\_\_\_\_  
          Initials            We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

**OR**

3.        \_\_\_\_\_  
          Initials            We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT** Health Officer's Attendance at the  
2014 NACCHO Preparedness  
Summit

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

The Preparedness Summit is the premier national conference in the field of public health preparedness. The four-day annual event provides one of the only cross-disciplinary learning opportunities in the field and has evolved over time to meet the growing needs of the preparedness community. The goal of attending is to take information, tools, and resources acquired at the Summit to use in our local jurisdiction and professional practice and share with colleagues and community partners.

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### RECOMMENDED ACTION:

The Board of Supervisors approves the Travel Advance/Reimbursement Request for Dr. Richard Johnson to attend the 2014 NACCHO Preparedness Summit, to be held in Atlanta, Georgia from April 1 through April 4.

---

### FISCAL IMPACT:

This trip is funded entirely out of the 2013-14 Hospital Preparedness Program Grant, and there is no impact on the General Fund.

---

**CONTACT NAME:** Lynda Salcido

**PHONE/EMAIL:** 760-924-1842 / lsalcido@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

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### ATTACHMENTS:

Click to download

[Staff Report](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/14/2014 8:35 AM	County Administrative Office	Yes
2/26/2014 12:33 PM	County Counsel	Yes
3/3/2014 10:17 AM	Finance	Yes

# COUNTY of MONO

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

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



Feb 7, 2014

**To:** Honorable Board of Supervisors

**From:** Lynda Salcido, Public Health Director

**Subject:** Health Officer's attendance at the 2014 NACCHO Preparedness Summit

**Recommended Action:** The Board of Supervisors approve the Travel Advance/Reimbursement Request for Dr. Richard Johnson to attend the 2014 NACCHO Preparedness Summit, to be held in Atlanta, Georgia from April 1 through April 4.

**Discussion:** The Preparedness Summit is the premier national conference in the field of public health preparedness. The four-day annual event provides one of the only cross-disciplinary learning opportunities in the field and has evolved over time to meet the growing needs of the preparedness community. A diverse range of attendees includes professionals working in all levels of government (local, state, and federal), emergency management, volunteer organizations, and healthcare coalitions. The Summit delivers opportunities to connect with mid to senior level colleagues, share new research, and learn how to implement model practices that enhance capabilities to prepare for, respond to, and recover from disasters and emergencies. The goal is to take information, tools, and resources acquired at the Summit to use in our local jurisdiction and professional practice and share with colleagues and community partners.

This trip was included in our 2013-14 Hospital Preparedness Program grant workplan and budget, and has been approved by the California Department of Public Health.

**Fiscal Impact/ Budget Projections:** This trip is funded entirely out of our 2013-14 Hospital Preparedness Program Grant, and there is no impact on the General Fund.

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

Submitted by: \_\_\_\_\_  
Lynda Salcido, Public Health Director Date

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

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

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** County Maintained Mileage for FY 14  
-15

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Consider and potentially adopt annual resolution confirming maintained mileage in the County Road System.

---

### RECOMMENDED ACTION:

Adopt Resolution R-14\_\_\_, "A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions of the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2014-15."

---

### FISCAL IMPACT:

The proposed action will result in no change to the County Road System, which has a total of 684.42 miles of County-maintained roads. Therefore, there will be no fiscal impact to the funds apportioned to the Mono County Road Fund from the State Highway Users Tax Fund for FY 14-15.

---

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760 932-5459 / jwalters@mono.ca.gov

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

- [County Maintained Mileage for FY 14-15, Staff Report](#)
- [Exhibit 1 - FY 14-15 Maintained Mileage BOS Resolution 06.11.13](#)
- [Attachment A - FY 14-15 Maintained Mileage](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/26/2014 11:02 AM	County Administrative Office	Yes
2/26/2014 12:38 PM	County Counsel	Yes
3/3/2014 10:29 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** March 11, 2014  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Acting Public Works Director  
**Subject:** County Maintained Mileage for FY14-15

**Recommended Action:**

Adopt Resolution No. R14-\_\_\_ “A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2014–2015.”

**Fiscal Impact:**

The proposed action will result in no change in mileage to the County Road System, which has a total of 684.42 miles of County-maintained roads. Therefore, there will be no fiscal impact to the funds apportioned to the Mono County Road Fund from the State Highway Users Tax Fund for FY13-14.

**Discussion:**

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

There are no changes to the County’s maintained mileage for fiscal year 2014-2015. The mileage last reported by the State Controller on December, 2013 is 684.42 miles. A copy of the draft resolution is enclosed as Exhibit 1 to this staff report for Board consideration. The detailed list of County-maintained roads, including their designations and mileage, is included as Attachment A to the resolution.

If you have any questions regarding this item, please contact me at 932-5459.

Respectfully submitted,

Jeff Walters  
Acting Public Works Director

enclosure: Exhibit 1 – Draft Resolution



**RESOLUTION NO. R14-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
SPECIFYING ADDITIONS AND/OR EXCLUSIONS TO THE  
MAINTAINED MILEAGE WITHIN THE COUNTY ROAD SYSTEM AND  
ESTABLISHING MAINTAINED MILEAGE FOR FISCAL YEAR 2014–2015**

**WHEREAS**, pursuant to Section 941 of the California Streets and Highways Code, the County of Mono has in place a system of roads that it maintains for public convenience; and,

**WHEREAS**, Section 2121 of the California Streets and Highways Code provides that in May of each year, each County shall submit to the State Department of Transportation any additions or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and,

**WHEREAS**, the State Department of Transportation certified to the State Controller on December, 2013, that the total road mileage maintained by the County of Mono was 684.42; and,

**WHEREAS**, the County finds that since that date, no changes have been made to the County Road System, as shown on “Attachment A,” attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the total mileage of maintained County roads to be submitted to the State Department of Transportation in 2014 is 684.42, as indicated on the maps and tabulation for 2014, which are on file with the Mono County Department of Public Works.

1 **APPROVED AND ADOPTED** this 11<sup>th</sup> day of March, 2014, by the following vote of the Board of  
2 Supervisors, County of Mono:

- 3 **AYES** :
- 4 **NOES** :
- 5 **ABSENT** :
- 6 **ABSTAIN** :

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

10 ATTEST:

Approved as to Form:

11 \_\_\_\_\_  
12 Clerk of the Board

\_\_\_\_\_

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# ATTACHMENT "A"

## 2014 MONO COUNTY MAINTAINED MILEAGE

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
2001	LOWER ROCK CREEK ROAD	9.360			<b>9.360</b>	20
2002	PARADISE PIT ROAD			0.060	<b>0.060</b>	24
2003	ROCK CREEK ROAD	8.050			<b>8.050</b>	24
2005	CROWLEY LAKE DRIVE	8.690			<b>8.690</b>	24
2006	OWENS GORGE ROAD	4.280		5.350	<b>9.630</b>	24-20
2008	SUNNY SLOPES ROAD	0.170			<b>0.170</b>	24
2009	SPILLWAY ROAD			0.230	<b>0.230</b>	24
2010	RAINBOW TARNS ROAD		0.510		<b>0.510</b>	24
2011	SOUTH LANDING ROAD	1.120			<b>1.120</b>	24
2012	HILTON CREEK TRAIL			0.430	<b>0.430</b>	24
2013	GREGORY LANE	0.240			<b>0.240</b>	23
2014	McGEE CREEK ROAD	2.200		0.790	<b>2.990</b>	23
2015	CROWLEY LAKE PLACE	0.590			<b>0.590</b>	24
2016	MT. MORRISON ROAD	0.690			<b>0.690</b>	19
2017	BENTON CROSSING ROAD	30.440			<b>30.440</b>	19-20-16
2018	CONVICT LAKE ROAD	2.730			<b>2.730</b>	19
2019	CONVICT CAMPGROUND	0.800			<b>0.800</b>	19
2020	LAYTON SPRINGS ROAD			0.500	<b>0.500</b>	20
2021	CASA DIABLO MN CF			5.940	<b>5.940</b>	20
2022	ROUND MTN ROAD			4.750	<b>4.750</b>	20
2023	CASA DIABLO MN ROAD			17.930	<b>17.930</b>	20-24
2024	SHEEP CAMP ROAD			3.650	<b>3.650</b>	20
2025	CHIDAGO CANYON ROAD			14.600	<b>14.600</b>	20-21
2026	DEER SPRINGS ROAD			2.080	<b>2.080</b>	20
2027	BARKER MINE ROAD			4.200	<b>4.200</b>	20
2028	CATTLE DRIVE ROAD			1.970	<b>1.970</b>	20
2029	YELLOW JACKET ROAD	1.130		7.160	<b>8.290</b>	16
2030	PUMICE MILL ROAD			0.600	<b>0.600</b>	25
2031	PUMICE MINE ROAD			0.210	<b>0.210</b>	16
2032	JOE MAIN ROAD			0.770	<b>0.770</b>	20
2033	RABBIT RANCH ROAD			1.200	<b>1.200</b>	20
2034	MORRIS MINE ROAD			3.340	<b>3.340</b>	20
2035	CHIDAGO LOOP ROAD			5.580	<b>5.580</b>	20
2036	LONE STAR ROAD			2.290	<b>2.290</b>	20
2037	LONE STAR MINE ROAD			1.030	<b>1.030</b>	2
2038	PUMICE MILL ROAD			1.450	<b>1.450</b>	16
2039	CHALFANT LOOP ROAD			2.000	<b>2.000</b>	25
2040	WHITE MOUNTAIN ESTS. ROAD	0.900			<b>0.900</b>	25
2041	SEQUOIA STREET	0.190			<b>0.190</b>	25
2042	PONDEROSA STREET	0.200			<b>0.200</b>	25
2043	TENAYA DRIVE	0.130			<b>0.130</b>	25
2044	PETROGLYPH ROAD			0.500	<b>0.500</b>	25
2045	WHITE MOUNTAIN RANCH ROAD		0.400	0.220	<b>0.620</b>	21
2046	FISH SLOUGH ROAD			17.340	<b>17.340</b>	25-21

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
2047	HIEROGLYPH ROAD			0.100	<b>0.100</b>	25
2048	DAWSON RANCH ROAD	0.770			<b>0.770</b>	21
2049	INDIAN CREEK ROAD			0.240	<b>0.240</b>	16
2050	HAMMIL ROAD	0.780			<b>0.780</b>	21
2051	CINNAMON RANCH ROAD	0.280			<b>0.280</b>	21
2052	CRESTVIEW DRIVE	0.500			<b>0.500</b>	21
2053	BLACK ROCK MINE ROAD	7.880		0.310	<b>8.190</b>	20
2054	VAN LOON CUT-OFF			2.650	<b>2.650</b>	20
2055	WALKER PLACE	0.090			<b>0.090</b>	16
2056	SOUTH ROAD	0.320			<b>0.320</b>	16
2057	GOOLSBY RANCH ROAD	0.440			<b>0.440</b>	16
2058	CHRISTIE LANE	0.100		0.300	<b>0.400</b>	16
2059	REICHART RANCH ROAD	0.690			<b>0.690</b>	16
2060	CLARK RANCH ROAD			0.430	<b>0.430</b>	16
2061	FOOTHILL ROAD			4.210	<b>4.210</b>	16
2062	G-BAR-T RANCH ROAD			0.920	<b>0.920</b>	16
2063	SIPES RANCH ROAD			1.030	<b>1.030</b>	16
2064	PEDRO RANCH ROAD			0.800	<b>0.800</b>	16
2065	BRAMLETTE RANCH ROAD			1.640	<b>1.640</b>	16
2066	TRUMAN MEADOWS ROAD			2.590	<b>2.590</b>	16
2067	BLACK LAKE ROAD			0.100	<b>0.100</b>	16
2068	CANYON ROAD			2.860	<b>2.860</b>	26
2069	RANCH ROAD			1.510	<b>1.510</b>	26
2070	ASPEN SPRINGS RANCH	0.740			<b>0.740</b>	24
2071	HOT CREEK RANCH ROAD			1.140	<b>1.140</b>	19
2072	OWENS RIVER ROAD	3.800		12.320	<b>16.120</b>	19
2073	SCHOOL ROAD	0.120			<b>0.120</b>	19
2074	WHITMORE TUBS ROAD			2.790	<b>2.790</b>	19
2076	PIT ROAD	1.040			<b>1.040</b>	19
2077	SUMMERS ROAD			0.220	<b>0.220</b>	19
2078	SUBSTATION ROAD	1.530			<b>1.530</b>	19
2080	CASA DIABLO CUT-OFF	0.040			<b>0.040</b>	19
2081	ANTELOPE SPRINGS ROAD	0.940		8.820	<b>9.760</b>	19
2082	HUNTLEY MINE ROAD			0.500	<b>0.500</b>	19
2083	DRY CREEK CUT-OFF			2.440	<b>2.440</b>	19
2084	DEADMAN CREEK ROAD			7.140	<b>7.140</b>	19
2085	GLASS CREEK ROAD			0.650	<b>0.650</b>	15
2086	OWENS RIVER RANCH ROAD			0.150	<b>0.150</b>	19
2088	AIRPORT ROAD	1.340			<b>1.340</b>	19
2089	SHERWIN CREEK ROAD	0.280		2.040	<b>2.320</b>	19
2090	SAWMILL ROAD	0.230		0.980	<b>1.210</b>	19
2091	HOT CREEK HATCHERY ROAD	1.800		3.170	<b>4.970</b>	19
2101	WESTRIDGE ROAD	0.440			<b>0.440</b>	24
2102	PARADISE POINT	0.040			<b>0.040</b>	24
2103	SCOTT ROAD	0.070			<b>0.070</b>	24
2104	SUMMIT ROAD	0.190			<b>0.190</b>	24

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
2105	DENNIS WAY	0.030			<b>0.030</b>	24
2106	GLEN COURT	0.040			<b>0.040</b>	24
2107	ALISON LANE	0.100			<b>0.100</b>	24
2108	SHERWIN TRAIL	0.120			<b>0.120</b>	24
2109	DEER PEAK TRAIL	0.160			<b>0.160</b>	24
2110	EAGLE VISTA	0.090			<b>0.090</b>	24
2111	VALLEY VIEW ROAD	0.330			<b>0.330</b>	24
2112	RIMROCK DRIVE	0.970			<b>0.970</b>	24
2115	PINION DRIVE	0.310			<b>0.310</b>	24
2116	QUAIL CIRCLE	0.100			<b>0.100</b>	24
2117	SIERRA WAVE	0.400			<b>0.400</b>	24
2118	RIDGE VIEW	0.080			<b>0.080</b>	24
2120	SIERRA VISTA CIRCLE	0.040			<b>0.040</b>	24
2201	SWALL MEADOWS ROAD	1.490			<b>1.490</b>	24
2202	WILSON ROAD	0.180			<b>0.180</b>	24
2204	WILLOW ROAD	0.140			<b>0.140</b>	24
2205	ORCHARD ROAD	0.190			<b>0.190</b>	24
2206	MEADOW ROAD	0.100			<b>0.100</b>	24
2207	FOOTHILL ROAD	0.220			<b>0.220</b>	24
2208	N. VALLEY VIEW DRIVE	0.100		0.110	<b>0.210</b>	24
2209	MOUNTAIN VIEW DRIVE	0.410	0.440		<b>0.850</b>	24
2210	PINE DRIVE	0.050	0.190		<b>0.240</b>	24
2211	SKY MEADOWS ROAD	0.240	0.090	0.710	<b>1.040</b>	24
2301	MEADOW VIEW DRIVE	0.240			<b>0.240</b>	24
2302	LAKE MANOR PLACE	0.170			<b>0.170</b>	24
2303	ASPEN TERRACE	0.270			<b>0.270</b>	24
2304	DELTA DRIVE	0.270			<b>0.270</b>	24
2305	PLACER ROAD		0.040	0.200	<b>0.240</b>	24
2306	HILTON CREEK DRIVE	0.230			<b>0.230</b>	24
2307	HILTON CREEK PLACE	0.100			<b>0.100</b>	24
2308	CROWLEY LAKE CIRCLE	0.040			<b>0.040</b>	24
2309	ELDERBERRY LANE	0.110			<b>0.110</b>	24
2310	PEARSON ROAD	0.320			<b>0.320</b>	24
2311	WILD ROSE DRIVE	0.050			<b>0.050</b>	24
2312	SIERRA SPRINGS DRIVE	0.640			<b>0.640</b>	24
2313	LARKSPUR LANE	0.140			<b>0.140</b>	24
2314	SHANNA CIRCLE	0.020			<b>0.020</b>	24
2315	LARKSPUR DRIVE	0.150			<b>0.150</b>	24
2401	HUNTER AVENUE	0.270			<b>0.270</b>	25
2402	VALLEY ROAD	0.700			<b>0.700</b>	25
2403	VIRGINIA AVENUE	0.210			<b>0.210</b>	25
2404	CHASE AVENUE	0.200			<b>0.200</b>	25
2405	MOUNTAIN VIEW AVENUE	0.230			<b>0.230</b>	24
2406	BROWN SUBDIVISION ROAD	0.100			<b>0.100</b>	25
2407	LOCUST STREET	0.250		0.250	<b>0.500</b>	25
2408	CHIDAGO WAY	0.200			<b>0.200</b>	25

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
2409	PIUTE LANE	0.090			<b>0.090</b>	25
2410	COLD WATER ROAD	0.090			<b>0.090</b>	25
2411	WHITE MOUNTAIN DRIVE	0.170			<b>0.170</b>	25
2412	SACRAMENTO STREET	0.250			<b>0.250</b>	25
2413	CHALFANT ROAD	0.940			<b>0.940</b>	25
2414	COYOTE ROAD	0.200			<b>0.200</b>	25
2415	BUENA VISTA DRIVE	0.230			<b>0.230</b>	25
2416	LISA LANE	0.280			<b>0.280</b>	25
2417	RONDA LANE	0.170			<b>0.170</b>	25
2418	MARY LANE	0.170			<b>0.170</b>	25
2801	WHEELER VIEW DRIVE	0.020			<b>0.020</b>	24
2802	MONTANA ROAD	0.050			<b>0.050</b>	24
3001	BIG SPRINGS ROAD	0.490		4.870	<b>5.360</b>	19-15
3002	OBSIDIAN DOME ROAD			1.560	<b>1.560</b>	15
3003	BALD MOUNTAIN ROAD			11.310	<b>11.310</b>	15
3004	BALD MOUNTAIN SPRINGS ROAD			1.600	<b>1.600</b>	15
3005	PUMICE MINE ROAD	0.410		2.940	<b>3.350</b>	15
3006	WEST PORTAL ROAD			3.500	<b>3.500</b>	14-15
3008	PINE CLIFF ROAD	0.980			<b>0.980</b>	15
3009	ASPEN ROAD	0.220			<b>0.220</b>	14
3010	DREAM MOUNTAIN DRIVE	0.300			<b>0.300</b>	14
3012	PARKER LAKE ROAD			2.670	<b>2.670</b>	14
3014	CITY CAMP ROAD	0.190			<b>0.190</b>	14
3015	OIL PLANT ROAD	0.730		0.290	<b>1.020</b>	11
3016	TEST STATION ROAD	1.210		4.430	<b>5.640</b>	11-12
3017	RUSH CREEK ROAD			3.080	<b>3.080</b>	12
3018	DROSS ROAD	0.410			<b>0.410</b>	15
3019	SAND FLAT CUT-OFF			4.560	<b>4.560</b>	15
3020	PILOT SPRINGS ROAD			4.080	<b>4.080</b>	15
3021	LOGGING CAMP ROAD			5.450	<b>5.450</b>	11
3022	WET MEADOW ROAD			20.750	<b>20.750</b>	15
3023	JOHNNY MEADOWS ROAD			1.980	<b>1.980</b>	15
3024	CROOKED MEADOWS ROAD			0.430	<b>0.430</b>	15
3025	SAGE HEN MEADOWS ROAD			8.820	<b>8.820</b>	15
3026	BAXTERS ROAD			0.680	<b>0.680</b>	15
3027	DOBIE MEADOWS ROAD			31.630	<b>31.630</b>	9-12-13
3028	ADOBE RANCH ROAD			4.390	<b>4.390</b>	16
3029	McGEE CANYON ROAD			10.780	<b>10.780</b>	16
3030	RIVER SPRINGS ROAD			3.770	<b>3.770</b>	16
3031	BLACK CANYON ROAD			1.850	<b>1.850</b>	16
3032	SAWMILL MEADOWS ROAD			10.200	<b>10.200</b>	16
3033	SAWMILL CROSS-OVER ROAD			4.000	<b>4.000</b>	16
3034	LOG CABIN MINE ROAD			4.850	<b>4.850</b>	25
3035	POOLE POWER PLANT ROAD	1.920		1.400	<b>3.320</b>	11
3036	ELLERY LAKE CAMPGROUND ROAD	0.250			<b>0.250</b>	11
3037	SADDLEBAG LAKE ROAD			2.590	<b>2.590</b>	11

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
3038	JCT. CAMPGROUND ROAD			0.190	<b>0.190</b>	11
3039	PICNIC GROUNDS ROAD			4.110	<b>4.110</b>	11
3040	PICNIC SHORT-CUT ROAD			0.110	<b>0.110</b>	11
3041	McPHERSON SUBDIVISION ROAD			0.380	<b>0.380</b>	11
3042	CEMETERY ROAD	1.400		4.520	<b>5.920</b>	11
3043	THOMPSON ROAD			1.130	<b>1.130</b>	11
3044	LUNDY LAKE ROAD	5.210		1.510	<b>6.720</b>	11
3045	LUNDY CUT-OFF			0.400	<b>0.400</b>	11
3046	LUNDY DAM ROAD			0.240	<b>0.240</b>	11
3047	MILLER SPUR ROAD			0.060	<b>0.060</b>	11
3048	MILL CREEK POWER HOUSE ROAD			0.780	<b>0.780</b>	11
3049	CONWAY RANCH ROAD			3.150	<b>3.150</b>	11
3050	RATTLESNAKE GULCH ROAD			0.610	<b>0.610</b>	11
3051	COONEY ROAD			2.420	<b>2.420</b>	11
3052	GOAT RANCH CUT-OFF	0.700		6.400	<b>7.100</b>	11-8-9
3053	COTTONWOOD CANYON ROAD		3.400	7.560	<b>10.960</b>	9
3054	COYOTE SPRINGS ROAD			6.570	<b>6.570</b>	8
3101	BIG ROCK ROAD	0.120			<b>0.120</b>	15
3102	LAKEVIEW DRIVE	0.290			<b>0.290</b>	15
3103	KNOLL AVENUE	0.180			<b>0.180</b>	15
3104	CRAWFORD AVENUE	0.290			<b>0.290</b>	15
3105	FOSTER AVENUE	0.120			<b>0.120</b>	15
3106	BRENNER STREET	0.100			<b>0.100</b>	15
3107	FOREST ROAD	0.400			<b>0.400</b>	14
3108	BRUCE STREET	0.220			<b>0.220</b>	15
3109	LEONARD AVENUE	0.550			<b>0.550</b>	15
3110	HOWARD AVENUE	0.070			<b>0.070</b>	15
3111	GRANITE AVENUE	0.210			<b>0.210</b>	15
3112	GULL LAKE ROAD	0.140			<b>0.140</b>	15
3113	LYLE TERRACE	0.390			<b>0.390</b>	15
3114	GULL LAKE CAMPGROUND ROAD	0.310			<b>0.310</b>	15
3116	ALDERMAN STREET	0.200			<b>0.200</b>	15
3117	MOUNTAIN VISTA DRIVE	0.160			<b>0.160</b>	15
3118	HIGHLAND DRIVE	0.240			<b>0.240</b>	15
3119	HIGHLAND PLACE	0.070			<b>0.070</b>	15
3120	NORTHSHORE	3.550			<b>3.550</b>	14-15
3201	PUMICE ROAD	0.150			<b>0.150</b>	11
3202	AIRPORT ROAD	0.650			<b>0.650</b>	11
3203	UTILITY ROAD	0.930			<b>0.930</b>	11
3204	LEE VINING AVENUE	0.440			<b>0.440</b>	11
3205	FOURTH STREET	0.060			<b>0.060</b>	11
3206	C STREET	0.040			<b>0.040</b>	11
3207	D STREET	0.060			<b>0.060</b>	11
3208	MONO LAKE AVENUE	0.160			<b>0.160</b>	11
3209	THIRD STREET	0.100			<b>0.100</b>	11
3210	YOSEMITE DRIVE	0.060			<b>0.060</b>	11

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
3211	PAOHA DRIVE	0.120			<b>0.120</b>	11
3212	SECOND STREET	0.070			<b>0.070</b>	11
3214	FIRST STREET	0.090			<b>0.090</b>	11
3215	MATTLY AVENUE	0.540			<b>0.540</b>	11
3301	EAST MONO LAKE DRIVE	1.230			<b>1.230</b>	11
3302	BLUE LAKE WAY	0.040			<b>0.040</b>	11
3303	TWIN LAKES DRIVE	0.160			<b>0.160</b>	11
3304	GREEN LAKE COURT	0.030			<b>0.030</b>	11
3305	LAKE HELEN COURT	0.040			<b>0.040</b>	11
3306	PEELER LAKE DRIVE	0.380			<b>0.380</b>	11
3307	SILVER LAKE WAY	0.090			<b>0.090</b>	11
3401	CONWAY ROAD	0.340			<b>0.340</b>	11
3402	WILSON CREEK ROAD	0.380			<b>0.380</b>	11
3403	GLACIER CANYON ROAD	0.250			<b>0.250</b>	11
3404	LUNDY CIRCLE	0.070			<b>0.070</b>	11
3405	BODIE CIRCLE	0.060			<b>0.060</b>	11
4001	VIRGINIA LAKES ROAD	5.900		0.360	<b>6.260</b>	11-8
4002	DUNDERBURG MEADOWS ROAD			8.320	<b>8.320</b>	8-11
4003	LITTLE VIRGINIA LAKES ROAD			0.200	<b>0.200</b>	11
4004	GREEN CREEK ROAD			9.360	<b>9.360</b>	8
4005	UPPER SUMMERS MEADOWS ROAD			6.700	<b>6.700</b>	8
4007	BODIE ROAD			10.440	<b>10.440</b>	8-9
4008	BODIE MASONIC ROAD			15.460	<b>15.460</b>	5-9
4009	BODIE CEMETERY ROAD			0.280	<b>0.280</b>	5
4010	COW CAMP ROAD			5.120	<b>5.120</b>	5
4011	BOUNDARY ROAD			1.480	<b>1.480</b>	6
4012	TWIN LAKES ROAD	13.460			<b>13.460</b>	8-5
4013	HUNEWILL RANCH ROAD	1.040		0.100	<b>1.140</b>	8
4014	HACKAMORE PLACE	0.520			<b>0.520</b>	8
4015	SPUR COURT	0.070			<b>0.070</b>	5
4016	KAYAK ROAD	0.090			<b>0.090</b>	8
4017	SOUTH TWIN ROAD		1.690	0.530	<b>2.220</b>	8
4018	GARBAGE PIT ROAD	0.050			<b>0.050</b>	5
4019	RAMP ROAD	0.200			<b>0.200</b>	5
4020	MASONIC ROAD			11.840	<b>11.840</b>	5
4021	BUCKEYE ROAD	0.400	0.500	6.500	<b>7.400</b>	8
4022	BUCKEYE CREEK ROAD			0.600	<b>0.600</b>	5
4101	JACK SAWYER ROAD	0.190			<b>0.190</b>	5
4102	BRIDGE STREET	0.050			<b>0.050</b>	5
4103	HAYS STREET	0.060			<b>0.060</b>	5
4104	KINGSLEY STREET	0.370			<b>0.370</b>	5
4105	LAUREL AVENUE	0.100			<b>0.100</b>	5
4106	SINCLAIR STREET	0.230			<b>0.230</b>	5
4107	SCHOOL STREET	0.160			<b>0.160</b>	5
4108	KIRKWOOD STREET	0.100			<b>0.100</b>	5
4109	EMIGRANT STREET	0.490			<b>0.490</b>	5

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
4110	DAY LANE	0.050			<b>0.050</b>	5
4111	STOCK DRIVE	0.500			<b>0.500</b>	5
4112	COURT STREET	0.040			<b>0.040</b>	5
4113	BRYANT STREET	0.200			<b>0.200</b>	5
4114	AURORA CANYON ROAD	0.650		7.210	<b>7.860</b>	5
4115	CEMETERY ROAD	0.040			<b>0.040</b>	5
4116	CAMERON DRIVE	0.100			<b>0.100</b>	5
4117	SIERRA VIEW DRIVE	0.100			<b>0.100</b>	5
4118	N. BUCKEYE DRIVE	0.250			<b>0.250</b>	5
5001	BURCHAM FLAT ROAD		0.050	14.730	<b>14.780</b>	3-4
5002	PINE NUT ROAD	0.690			<b>0.690</b>	2
5003	HACKNEY DRIVE	0.090			<b>0.090</b>	2
5004	SHOP ROAD	0.070			<b>0.070</b>	2
5005	MILL CANYON ROAD	0.040		8.250	<b>8.290</b>	2
5006	GOLDEN GATE ROAD			6.250	<b>6.250</b>	2
5007	EASTSIDE LANE	6.760		1.260	<b>8.020</b>	1-2
5008	CAMP ANTELOPE ROAD	0.910			<b>0.910</b>	3
5009	PATRICIA LANE	0.430			<b>0.430</b>	2
5010	LONE COMPANY ROAD	0.080		0.350	<b>0.430</b>	15
5011	EASTSIDE ROAD		1.070		<b>1.070</b>	2
5012	OFFAL ROAD	0.310			<b>0.310</b>	2
5013	LARSON LANE	2.100			<b>2.100</b>	2
5014	CUNNINGHAM LANE	2.830			<b>2.830</b>	1
5015	TOPAZ LANE	3.510			<b>3.510</b>	1
5016	CHARLEBOIS ROAD			0.190	<b>0.190</b>	1
5017	LOBDELL LAKE ROAD			7.000	<b>7.000</b>	2
5018	LITTLE WALKER ROAD			3.800	<b>3.800</b>	4
		<b>181.620</b>	<b>8.380</b>	<b>494.420</b>	<b>684.420</b>	

## DISTRICT 1 MAINTAINED MILEAGE

ROAD #	ROAD NAME	PAVED	DIRT	SNOW	SPRING
2001	LOWER ROCK CREEK ROAD	9.36		9.36	
2002	PARADISE PIT ROAD		0.06	0.06	
2003	ROCK CREEK ROAD	8.05		6.00	2.05
2005	CROWLEY LAKE DRIVE	8.69		8.50	
2006	OWENS GORGE ROAD	4.28	5.35	4.20	5.43
2008	SUNNY SLOPE ROAD	0.17		0.17	
2009	SPILLWAY ROAD		0.23		
2010	RAINBOW TARNs ROAD		0.51	0.51	
2011	SOUTH LANDING ROAD	1.12		1.08	
2012	HILTON CREEK TRAIL		0.43		
2013	GREGORY LANE	0.24		0.24	
2014	McGEE CREEK ROAD	2.20	0.79	0.20	2.84
2015	CROWLEY LAKE PLACE	0.59		0.59	
2016	MT. MORRISON ROAD	0.69		1.00	
2017	BENTON CROSSING ROAD	18.24		18.44	
2018	CONVICT LAKE ROAD	2.73		2.50	
2019	CONVICT CAMPGROUND	0.80			
2020	LAYTON SPRINGS ROAD		0.50		
2021	CASA DIABLO MN CF		5.94		
2022	ROUND MTN ROAD		4.75		
2023	CASA DIABLO MN ROAD		17.93		
2024	SHEEP CAMP ROAD		3.65		
2070	ASPEN SPRINGS RANCH	0.74		0.74	
2071	HOT CREEK RANCH ROAD		1.14		
2072	OWENS RIVER ROAD	3.80	12.32	10.80	7.12
2073	SCHOOL ROAD	0.12	0.12	0.12	
2074	WHITMORE TUBS ROAD		2.79		2.79
2076	PIT ROAD	1.04		1.04	
2077	SUMMERS ROAD		0.22		
2078	SUBSTATION ROAD	1.53		1.53	
2080	CASA DIABLO CUT-OFF	0.04		0.04	
2081	ANTELOPE SPRINGS ROAD	0.94	8.82	0.30	3.00
2082	HUNTLEY MINE ROAD		0.50		0.50
2083	DRY CREEK CUT-OFF		2.44		
2084	DEADMAN CREEK ROAD		7.14		
2085	GLASS CREEK ROAD		0.65		
2086	OWENS RIVER RANCH ROAD		0.15		
2088	AIRPORT ROAD	1.34		1.40	
2089	SHERWIN CREEK ROAD	0.28	2.04	0.05	2.27
2090	SAWMILL ROAD		1.21		
2091	HOT CREEK HATCHERY ROAD	1.80	3.16	1.80	
2101	WESTRIGE ROAD	0.44		0.44	
2102	PARADISE POINT	0.04		0.04	
2103	SCOTT ROAD	0.07		0.07	
2104	SUMMIT ROAD	0.19		0.19	
2105	DENNIS WAY	0.03		0.03	
2106	GLEN COURT	0.04		0.04	
2107	ALISON LANE	0.10		0.10	
2108	SHERWIN TRAIL	0.12		0.12	
2109	DEER PEAK TRAIL	0.16		0.16	
2110	WILKS CREST	0.09		0.09	
2120	SIERRA VISTA CIRCLE	0.04		0.04	
2111	VALLEY VIEW ROAD	0.33		0.33	
2112	RIMROCK DRIVE	0.97		0.97	
2115	PINION DRIVE	0.31		0.31	
2116	QUAIL CIRCLE	0.10		0.10	
2117	SIERRA WAVE	0.40		0.40	
2118	RIDGEVIEW	0.08		0.33	
2119	COUGAR RUN	0.00		0.17	
2201	SWALL MEADOWS ROAD	1.49		1.49	
2202	WILSON ROAD	0.18		0.18	
2204	WILLOW ROAD	0.14		0.14	
2205	ORCHARD ROAD	0.19		0.19	
2206	MEADOW ROAD	0.10		0.10	
2207	FOOTHILL ROAD	0.22		0.22	



## DISTRICT 2 MAINTAINED MILEAGE

ROAD #	ROAD NAME	PAVED	DIRT	SNOW	SPRING
2017	BENTON CROSSING ROAD	12.20		12.00	
2025	CHADIGO CANYON ROAD		14.60		
2026	DEER SPRINGS ROAD		2.08		
2027	BARKER MINE ROAD		4.20		
2028	CATTLE DRIVE ROAD		1.97		
2029	YELLOW JACKET ROAD	1.13	7.16	8.29	
2030	PUMICE MILL ROAD		0.60		
2031	PUMICE MINE ROAD		0.21		
2032	JOE MAIN ROAD		0.77	0.77	
2033	RABBIT RANCH ROAD		1.20	1.20	
2034	MORRIS MINE ROAD		3.34		
2035	CHIDAGO LOOP ROAD		5.58		
2036	LONE STAR ROAD		2.29		
2037	LONE STAR MINE ROAD		1.03		
2038	PUMICE MILL ROAD		1.45		
2039	CHALFANT LOOP ROAD		2.00	2.00	
2040	WHITE MOUNTAIN ESTS. ROAD	0.90		0.90	
2041	SEQUOIA STREET	0.19		0.19	
2042	PONDEROSA STREET	0.20		0.20	
2043	TENAYA DRIVE	0.13		0.13	
2044	PETROGLYPH ROAD		0.50		
2045	WHITE MOUNTAIN RANCH ROAD		0.62	0.62	
2046	FISH SLOUGH ROAD		17.34		
2047	HIEROGLYPH ROAD		0.10		
2048	DAWSON RANCH ROAD	0.77	0.00	0.77	
2049	INDIAN CREEK ROAD		0.24	0.24	
2050	HAMMIL ROAD	0.78		0.78	
2051	CINNAMON RANCH ROAD	0.28		0.28	
2052	CRESTVIEW DRIVE	0.50		0.50	
2053	BLACK ROCK MINE ROAD	7.88	0.31	7.43	7.00
2054	VAN LOON CUT-OFF		2.65		
2055	WALKER PLACE	0.09		0.09	
2056	SOUTH ROAD	0.32		0.32	
2057	GOOLSBY RANCH ROAD	0.44		0.44	
2058	CHRISTIE LANE	0.10	0.30	0.40	
2059	REICHART RANCH ROAD	0.69		0.69	
2060	CLARK RANCH ROAD		0.43	0.43	
2061	FOOTHILL ROAD		4.21	4.21	
2062	G-BAR-T RANCH ROAD		0.92	0.92	
2063	SIPES RANCH ROAD		1.03	1.03	
2064	PEDRO RANCH ROAD		0.80	0.80	
2065	BRAMLETTE RANCH ROAD		1.64	1.64	
2066	TRUMAN MEADOWS ROAD		2.59		
2067	BLACK LAKE ROAD		0.10		
2068	CANYON ROAD		2.86		
2069	RANCH ROAD		1.51		
2401	HUNTER AVENUE	0.27		0.27	
2402	VALLEY ROAD	0.70		0.70	
2403	VIRGINIA AVENUE	0.21		0.21	
2404	CHASE AVENUE	0.20		0.20	
2405	MOUNTAIN VIEW AVENUE	0.23		0.23	
2406	BROWN SUBDIVISION ROAD	0.10		0.10	
2407	LOCUST STREET	0.25	0.25	0.50	
2408	CHIDAGO WAY	0.20		0.20	
2409	PIUTE LANE	0.09		0.09	
2410	COLD WATER ROAD	0.09		0.09	
2411	WHITE MOUNTAIN DRIVE	0.17		0.17	
2412	SACRAMENTO STREET	0.25		0.25	
2413	CHALFANT ROAD	0.94		0.94	
2414	COYOTE ROAD	0.20		0.20	
2415	BUENA VISTA DRIVE	0.23		0.23	
2416	LISA LANE	0.28		0.28	
2417	RONDA LANE	0.17		0.17	
2418	MARY LANE	0.17		0.17	
3022	WET MEADOWS ROAD		4.00		
3028	ADOBE RANCH ROAD		4.39		



additional snow removal highway 120 7 miles total but only 3 miles are actually on the contract for plowing

| by Mono County

### DISTRICT 3 MAINTAINED MILEAGE

ROAD #	ROAD NAME	PAVED	DIRT	SNOW	SPRING
3005	PUMICE MINE ROAD	0.41	2.94		
3006	WEST PORTAL ROAD		3.50		
3008	PINE CLIFF ROAD	0.98		0.50	
3009	ASPEN ROAD	0.22		0.22	
3010	DREAM MOUNTAIN DRIVE	0.30		0.30	
3012	PARKER LAKE ROAD		2.67		
3014	CITY CAMP ROAD	0.19		0.00	
3015	OIL PLANT ROAD	0.73	0.29	0.73	
3016	TEST STATION ROAD	2.86	2.78	2.86	
3017	RUSH CREEK ROAD		3.08		
3018	DROSS ROAD	0.41		0.41	
3019	SAND FLAT CUT-OFF		4.56		
3020	PILOT SPRINGS ROAD		4.08		
3021	LOGGING CAMP ROAD		5.45		
3022	WET MEADOW ROAD		16.75		
3023	JOHNNY MEADOWS ROAD		1.98		
3024	CROOKED MEADOWS ROAD		0.43		
3025	SAGE HEN MEADOWS ROAD		8.82		
3026	BAXTERS ROAD		0.68		
3027	DOBIE MEADOWS ROAD		31.63		
3029	McGEE CANYON ROAD		0.00		
3034	LOG CABIN MINE ROAD		4.85		
3035	POOLE POWER PLANT ROAD	1.92	1.40	3.32	
3036	ELLERY LAKE CAMPGROUND ROAD	0.25			
3037	SADDLEBAG LAKE ROAD		2.59		
3038	JCT. CAMPGROUND ROAD		0.19		
3039	PICNIC GROUNDS ROAD		4.11		
3040	PICNIC SHORT-CUT ROAD		0.11		
3041	McPHERSON SUBDIVISION ROAD		0.38	0.00	
3042	CEMETERY ROAD	1.40	4.52	1.40	
3043	THOMPSON ROAD		1.13		
3044	LUNDY LAKE ROAD	5.21	1.51	1.25	3.96
3045	LUNDY CUT-OFF		0.40		
3046	LUNDY DAM ROAD		0.24		0.24
3047	MILLER SPUR ROAD		0.06		
3048	MILL CREEK POWER HOUSE ROAD		0.78	0.78	
3049	CONWAY RANCH ROAD		3.15		
3050	RATTLESNAKE GULCH ROAD		0.61		
3051	COONEY ROAD		2.42		
3052	GOAT RANCH CUT-OFF	0.70	6.40	0.70	
3053	COTTONWOOD CANYON ROAD		10.96	2.00	
3054	COYOTE SPRINGS ROAD		6.57		
3101	BIG ROCK ROAD	0.12		0.12	
3102	LAKEVIEW DRIVE	0.29		0.29	
3103	KNOLL AVENUE	0.18		0.18	
3104	CRAWFORD AVENUE	0.29		0.29	
3105	FOSTER AVENUE	0.12		0.12	
3106	BRENNER STREET	0.10		0.10	
3107	FOREST ROAD	0.40		0.40	
3108	BRUCE STREET	0.22		0.22	
3109	LEONARD AVENUE	0.55		0.55	
3110	HOWARD AVENUE	0.07		0.07	
3111	GRANITE AVENUE	0.21		0.21	
3112	GULL LAKE ROAD	0.14		0.14	
3113	LYLE TERRACE	0.39		0.19	
3114	GULL LAKE CAMPGROUND ROAD	0.31			
3116	ALDERMAN STREET	0.20		0.20	
3117	MOUNTAIN VISTA DRIVE	0.16		0.16	
3118	HIGHLAND DRIVE	0.24		0.24	
3119	HIGHLAND PLACE	0.07		0.07	
3120	NORTHSHORE	3.55		3.55	
3201	PUMICE ROAD	0.15		0.15	
3202	AIRPORT ROAD	0.65		0.65	
3203	UTILITY ROAD	0.93		0.93	
3204	LEE VINING AVENUE	0.44		0.44	









OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Sheriff's Department**

**TIME REQUIRED**

**SUBJECT** Department of Boating and  
Waterways Grant Agreement FY 14-  
15

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

The Mono County Sheriff's Department has received its annual Grant Contract from the California Department of Boating and Waterways in the amount of \$131,065.00 for fiscal year 2014-2015. This grant funds boating safety programs and law enforcement on the waterways of Mono County.

---

### RECOMMENDED ACTION:

1. For the Board of Supervisors to authorize the Sheriff's Department to participate and renew the contract with the California Department of Boating and Waterways for fiscal year 2014-2015. 2. Authorize the Board of Supervisors to sign the contract via Minute Order with the California Department of Boating and Waterways for fiscal year 2014-2015. 3. Authorize Sheriff Ralph Obenberger to sign the contract and all reimbursement forms for said contract.

---

### FISCAL IMPACT:

The grant amount of \$131,065.00 will cover the entire cost of the boating program for fiscal year 2014-2015 and will have no impact on the general fund.

---

**CONTACT NAME:** Jennifer Hansen

**PHONE/EMAIL:** (760) 932-7529 / jhansen@monosheriff.org

---

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](#)

 [Department of Boating and Waterways Financial Agreement FY 14-15](#)

 [Department of Boating and Waterways Staff Report](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/26/2014 11:03 AM	County Administrative Office	Yes
2/26/2014 12:41 PM	County Counsel	Yes
3/3/2014 10:38 AM	Finance	Yes



P.O. BOX 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • FAX (760) 932-7435

*Ralph Obenberger*  
Sheriff/Coroner

**MONO COUNTY SHERIFF'S OFFICE**

*Robert Weber*  
Undersheriff

DATE: March 11, 2014  
TO: The Honorable Chair and Members of the Board of Supervisors  
FROM: Ralph Obenberger, Sheriff-Coroner  
SUBJECT: SHERIFF'S DEPARTMENT BOATING AND WATERWAYS GRANT  
FOR FISCAL YEAR 2013-2014

---

**RECOMMENDATION:**

1. For the Board of Supervisors to authorize the Sheriff's Department to participate and renew the contract with the California Department of Boating and Waterways for fiscal year 2014-2015.
2. Authorize the Board of Supervisors to sign the contract via Minute Order with the California Department of Boating and Waterways for fiscal year 2014-2015.
3. Authorize Sheriff Ralph Obenberger to sign the contract and all reimbursement forms for said contract.

**DISCUSSION:**

The Mono County Sheriff's Department has received its annual Grant Contract from the California Department of Boating and Waterways in the amount of \$131,065.00 for fiscal year 2014-2015. This grant funds boating safety programs and law enforcement on the waterways of Mono County.

**FINANCIAL IMPACT:**

The grant amount of \$131,065.00 will cover the entire cost of the boating program for fiscal year 2014-2015 and will have no impact on the general fund.

Respectfully submitted,  
Ralph Obenberger  
Sheriff-Coroner  
County of Mono



## MEMORANDUM

<b>Date:</b>	February 13, 2014
<b>To:</b>	Financial Aid Program Participants
<b>From:</b>	 <b>Corrina Dugger</b> , Associate Boating Administrator Law Enforcement Unit Department of Boating and Waterways
<b>Subject:</b>	Annual Program Agreement for Fiscal Year 2014/2015

Attached, is your Boating Safety and Enforcement Financial Aid Program Agreement to participate in the Financial Aid Program, for fiscal year *2014-2015*.

Your Board of Supervisors must sign this contract OR if you already have board approval, whoever was designated by the board to sign, must sign the contract (i.e. Sheriff, Undersheriff, etc). Please remember to include a certified copy of the Board Resolution and/or minute order that indicates approval to participate. Also, complete Section III, page 2, Sub-Section C and V.

The Annual Contract along with the Board Resolution/Minute Order must be returned to me no later than **June 1, 2014**.

If you have any questions, please feel free to contact me at (916) 327-1834.



## **Boating Safety and Enforcement Financial Aid Program Agreement**

This agreement entered into this *1<sup>ST</sup> day of July, 2014*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF MONO*, hereinafter called "Agency";

### **WITNESSETH**

**WHEREAS**, Contingent on approval of the **Fiscal Year 2014-2015** budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

#### **I. Applicable Law**

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

#### **II. Description of Services**

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

#### **III. Payments**

A. **Maximum Amount**. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$131,065.00** for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. **Rate of Payment**. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a \_\_\_monthly **OR** \_\_\_quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

**IV. Records**

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

**V. Notice**

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

***TO DEPARTMENT***

*Ms. Corrina Dugger*  
*Department of Parks and Recreation*  
*Division of Boating and Waterways*  
*One Capitol Mall, Suite 500*  
*Sacramento, CA 95814*

***TO AGENCY***

*Mono County Sheriff*  
*100 Bryant Street*  
*Bridgeport, CA 93517*

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

**VI. Term**

This agreement shall be for the term beginning **July 1, 2014**, and ending **June 30, 2015**.

**VII. Prior Agreements**

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

**VIII. Amendment**

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

**IX. Termination**

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

**X. Special Provisions**

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND  
RECREATION, DIVISION OF BOATING AND  
WATERWAYS

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

Sylvia Ortega Hunter, Deputy Director  
*California Department of Parks and Recreation,  
Division of Boating and Waterways*

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

“Department”

COUNTY OF MONO

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

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

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

“Agency”



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Social Services and Probation**

**TIME REQUIRED**

**SUBJECT** Five-Year System Improvement Plan  
- CWS and Probation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Approval of the Mono County Child Welfare and Juvenile Probation Services Five-Year System Improvement Plan (SIP) and Notice of Intent

---

### RECOMMENDED ACTION:

Approve and authorize the Chairman of the Board of Supervisors to execute the Child Welfare and Juvenile Probation Services Five-Year System Improvement Plan, and the Notice of Intent for CAPIT/CBCAP/PSSF Program Funding Assurances, for the period December 12, 2013 – October 11, 2018. Provide any desired direction to staff.

---

### FISCAL IMPACT:

None at this time. A feature of the SIP contains provisions to explore the necessity of a Program Integrity staff position within the Child Welfare Services staffing structure responsible for quality assurance, in an effort to strengthen administrative practices and required data reporting. The cost of this position, if recommended, would be paid for with State and Federal funds and an approximately 8% County general fund share-of-cost. This item would be set forth as a Requested Policy Item in a future budget.

---

**CONTACT NAME:** Kathy Peterson, Social Services

**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](#)
- [Exh A Notice of Intent](#)
- [Exh B Five-Year System Improvement Plan](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/5/2014 6:59 AM	County Administrative Office	Yes
2/26/2014 12:36 PM	County Counsel	Yes
3/3/2014 10:23 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH  
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: February 24, 2014

Re: Approval of the Mono County Child Welfare and Juvenile Probation Services Five-Year System Improvement Plan (SIP) and Notice of Intent

**Recommended Action:**

Approve and authorize the Chairman of the Board of Supervisors to execute the Child Welfare and Juvenile Probation Services Five-Year System Improvement Plan, and the Notice of Intent for CAPIT/CBCAP/PSSF Program Funding Assurances, for the period December 12, 2013 – October 11, 2018. Provide any desired direction to staff.

**Fiscal Impact:**

None at this time. A feature of the SIP contains provisions to explore the necessity of a Program Integrity staff position within the Child Welfare Services staffing structure responsible for quality assurance, in an effort to strengthen administrative practices and required data reporting. The cost of this position, if recommended, would be paid for with State and Federal funds and an approximately 8% County general fund share-of-cost. This item would be set forth as a Requested Policy Item in a future budget.

**Discussion:**

Under current California Law, each County Child Welfare and Juvenile Probation Department is mandated to prepare, in conjunction with the State Office of Outcomes & Accountability, a Five-Year System Improvement Plan (SIP). The purpose of this Plan is to have an operational agreement between the California Department of Social Services, Mono County Child Welfare Services, and Mono County Juvenile Probation that will operate as a blueprint for how the county will improve the system of care for children and families.

Child Welfare and Probation goals are identified for the upcoming five years and an Action Plan developed.

Once the SIP has been prepared at the county level, it is reviewed by the State Office of Outcomes and Accountability and the Office of Child Abuse Prevention, and then required to be submitted to the County Board of Supervisors for approval.

As part of this approval process the Board of Supervisors is also required to sign a Notice of Intent, which serves to ensure the Office of Child Abuse Prevention that the CAPIT/CBCAP/PSSF child abuse prevention funds will continue to be used in accordance with state and federal statute, and identifies the Department of Social Services as the BOS designated public agency to continue to administer the funds, for the period of December 12, 2013 through October 11, 2018. Mono County contracts with nonprofit agencies (Wild Iris and First 5 Mono County) in accordance with contracts previously approved by the Mono County Board of Supervisors (2013-2014).

Upon the Board of Supervisors' approval of the SIP, the Plan is submitted to the California Department of Social Services for final approval. Thereafter the County is required to submit a yearly update, addressing implementation and progress of the SIP. A new SIP will be required in the year 2018.

The Notice of Intent is attached as Exhibit A; the Five-Year System Improvement Plan is attached as Exhibit B.

Please call me at 760/924-1763 if you have questions, or need more information about this request.

**CAPIT/CBCAP/PSSF PROGRAM FUNDING ASSURANCES  
FOR MONO COUNTY**  
**PERIOD OF PLAN: 12/12/13 THROUGH 10/11/18**

**DESIGNATION OF ADMINISTRATION OF FUNDS**

The County Board of Supervisors designates **Mono County Department of Social Services** as the public agency to administer CAPIT and CBCAP.

**W&I Code Section 16602 (b)** requires that the local Welfare Department administer the PSSF funds. The County Board of Supervisors designates **Mono County Department of Social Services** as the local welfare department to administer PSSF.

**FUNDING ASSURANCES**

The undersigned assures that the Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) funds will be used as outlined in state and federal statute.<sup>62</sup>

- Funding will be used to supplement, but not supplant, existing child welfare services;
- Funds will be expended by the county in a manner that will maximize eligibility for federal financial participation;
- The designated public agency to administer the CAPIT/CBCAP/PSSF funds will provide to the OCAP all information necessary to meet federal reporting mandates;
- Approval will be obtained from the California Department of Social Services (CDSS), Office of Child Abuse Prevention (OCAP) prior to modifying the service provision plan for CAPIT, CBCAP and/or PSSF funds to avoid any potential disallowances;
- Compliance with federal requirements to ensure that anyone who has or will be awarded funds has not been excluded from receiving Federal contracts, certain subcontracts, certain Federal financial and nonfinancial assistance or benefits as specified at <http://www.epls.gov/>.

In order to continue to receive funding, please sign and return the Notice of Intent with the County's System Improvement Plan to:

California Department of Social Services  
Office of Child Abuse Prevention  
744 P Street, MS 8-11-82  
Sacramento, California 95814

_____	_____
County Board of Supervisors Authorized Signature	Date
_____	_____
Print Name	Title

<sup>62</sup> Fact Sheets for the CAPIT, CBCAP and PSSF Programs outlining state and federal requirements can be found at <http://www.dss.cahwnet.gov/cfsweb/Pg2287.htm>

# Mono County

## Child and Family Services Review System Improvement Plan

October 11, 2013 to October 11, 2018



Mail the original Signature Sheet to:

Outcomes and Accountability Bureau  
Children and Family Services Division  
California Department of Social Services  
744 P Street, MS 8-12-91  
Sacramento, CA 95814

## Contact Information

Child Welfare Agency	Name	Kathryn Peterson, MPH
	E-mail address	kpeterson@mono.ca.gov
	Phone Number	760-924-1763
	Mailing address	P. O. Box 2969, Mammoth Lakes, CA 93506
Probation Agency	Name	Karin Humiston, PhD, MC
	E-mail address	khumiston@mono.ca.gov
	Phone Number	760-924-1732
	Mailing address	P. O. Box 2969, Mammoth Lakes, CA 93506
CAPIT Liaison	Name	Kathryn Peterson, MPH
	E-mail address	kpeterson@mono.ca.gov
	Phone Number	760-924-1763
	Mailing address	P. O. Box 2969, Mammoth Lakes, CA 93506
CBCAP Liaison	Name	Kathryn Peterson, MPH
	E-mail address	kpeterson@mono.ca.gov
	Phone Number	760-924-1763
	Mailing address	P. O. Box 2969, Mammoth Lakes, CA 93506
PSSF Liaison	Name	Kathryn Peterson, MPH
	E-mail address	kpeterson@mono.ca.gov
	Phone Number	760-924-1763
	Mailing address	P. O. Box 2969, Mammoth Lakes, CA 93506

## California – Child and Family Services Review Signature Sheet

County	Mono County
CSA Period Dates	April 2010 to April 2013
SIP Period Plan Dates	October 11, 2013 to October 11, 2018
Outcome Data Period	April 2010 (Q2 2010) to July 2013 (Q1 2013)
<b>County Child Welfare Agency Director</b>	
Name	Kathryn Peterson, MPH, Director of Social Services
Signature*	
Phone Number	760-924-1763
Mailing Address	P. O. Box 2969, Mammoth Lakes, CA 93506
<b>County Chief Probation Officer</b>	
Name	Karin Humiston, PhD, MC
Signature*	
Phone Number	760-924-1732
Mailing Address	P. O. Box 2969, Mammoth Lakes, CA 93506
<b>Board of Supervisors (BOS) Signature</b>	
BOS Approval Date	
Name	Larry K. Johnston, Chairman
Signature*	

\*Signatures must be in blue ink

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## I. Introduction

The California Department of Social Services (CDSS) California-Child and Family Services Review (C-CFSR) process was created to include child protective services, foster care, adoption, family preservation, family support, and Independent Living.<sup>1</sup> The purpose of the C-CFSR is to significantly strengthen the accountability system used in California to monitor and assess the quality of services provided on behalf of maltreated children.<sup>2</sup>

In 2012, the CDSS redesigned the C-CFSR process to improve California's quality assurance program. Mono County has chosen to participate as a demonstration/pilot county for the development of this new C-CFSR process. The following are the changes to the previous C-CFSR processes:

1. The reporting period is increased from a three-year-cycle to a five-year-cycle to provide the counties with more time to plan, implement, and achieve their outcomes and objectives.<sup>3</sup>
2. Increased emphasis on outcomes and accountability to ensure that ongoing and regular improvements are being made to better serve children and families in Mono County.

The purpose of this Five-Year System Improvement Plan is to have an operational agreement between CDSS, the Mono County Child Welfare Agency, and Probation that will operate as a guide/outline for how the county will improve the system of care for children and families.<sup>4</sup>

This redesign accepts as a primary value the principle that preventing child abuse and supporting families is a cost-effective strategy for protecting children, nurturing families, and maximizing the quality of life for California's residents. The practice of prevention is woven into all aspects of the redesign and builds a proactive system that seeks to avert tragedy before it occurs.<sup>5</sup>

The 2013 Mono County Self Assessment (CSA) C-CFSR Planning Team, Stakeholders Group,<sup>6</sup> and peer review participants identified the priority needs and outcome improvement goals for this System Improvement Plan (SIP).

Throughout this Five-Year Process, Mono County Child Welfare Services and Probation will work in collaboration with their community and prevention partners to examine strengths and needs from prevention through the continuum of care, including reviews of the current levels of performance, procedural and

---

<sup>1</sup> Welfare and Institutions Code sections 10605, 10605.1, and 10605.2; Government Code Section 30026.5

<sup>2</sup> All County Information Notice I-16-12

<sup>3</sup> All County Information Notice I-16-12

<sup>4</sup> California-Child and Family Services Review 12/21/12 v.8, p. 45

<sup>5</sup> <http://calswec.berkeley.edu/peer-quality-case-review>

<sup>6</sup> Mono County 2013 CSA p. 8-10

systemic practices, and available resources to maximize services to children and families in Mono County.

As was the policy when completing the 2013 Mono County CSA, the C-CFSR team will work together with the Office of Child Abuse Prevention (OCAP) to ensure the continuous improvement of services provided to children receiving Title IV-B and Title IV-E child welfare funded services. The SIP Outcome Measures, Systemic Factors, and Strategies will be integrated with the OCAP programs (CAPIT/CBCAP/PSSF), as well as the five-year needs assessment for Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) funding and programs. Integrating these two assessments will eliminate duplicative processes, maximize resources, increase partnerships, and improve communication.

This Mono County Five-Year SIP is due to CDSS on October 11, 2013 (extended until February 11, 2014), and progress reports are due to CDSS on a yearly basis. The next complete SIP will not be due to CDSS until October 11, 2018. It is expected this new format will be more conducive to the County/CDSS partnership and will result in greater achievement of county outcome goals and program improvements.

As part of the Mono County 2013 SIP processes, the CFSR Planning Team participated in the development of the SIP and subsequent revisions. The CSA Core Representatives were contacted again and notified of the results of the Peer Review process. Also, their input was requested in regards to ideas, comments, or suggestions that would supplement the identified strategies, action steps, and focus areas.

## II. SIP Narrative

### A. SIP Development Process

The Peer Review system was developed in response to the Child and Family Services Reviews by the U.S. Department of Health and Human Services, Children's Bureau, and AB 636. AB 636 requires each county to write a System Improvement Plan using data generated from the comprehensive Child Welfare System/Case Management System (CWS/CMS), Peer Quality Case Review, and County Self-assessment.<sup>7</sup>

All California counties are required to complete a Peer Review (PR). This process was conducted every three years prior to 2012, but is now

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<sup>7</sup> <http://humanservices.ucdavis.edu/Academy/pdf/103114-RevisePQCR.pdf>, p.76

conducted every five years. The purpose of the PR is to provide an understanding of actual practices in the field that affect outcomes for safety, permanency, and wellbeing of children in the Child Welfare and Juvenile Probation systems, through the utilization of an outside review by peers and community partners.

The Mono County 2013 PR was held from January 8<sup>th</sup> thru January 9<sup>th</sup>, 2013, as a collaborative effort of Mono County Child Welfare Services and Mono County Probation Department. Peer review interview teams were represented by Inyo County Probation, Placer County Child Welfare, and Tulare County Child Welfare. These interview teams conducted specific case review interviews with Child Welfare Social Workers and Probation Officers to identify patterns of strengths and areas of concern.

#### B. Prioritization of Outcome Measures/Systemic Factors & Strategy/Rationale

During the analysis of outcomes for the CSA and the completion of the peer review, specific outcome focus measures were selected for Child Welfare and Probation.

- The Child Welfare Focus Area was Reunification within 12 Months;
- The Probation Focus Area was Exits to Permanency & Transition to Adulthood.

Probation selected Exits to Permanency & Transition to Adulthood as it had not been fully addressed in the previous SIP. Research is clear that planning, transition, and placement are critical factors for youth in returning to the community.<sup>8</sup> Within the cited research is the importance of collaborative support as it relates to positive transition and permanency. The results of the CSA, while skewed due to our number of youth, were overall positive but with an addressable deficit in this very area. It is part of our overall departmental goal to improve in this area given its importance to youth and young adults.

U.C. Berkeley's Outcome Measures Report shows that as of April 2013, Child Welfare has:

- Two Permanent Plan cases open with the children in Foster Care for a period of two years each;
- One Family Reunification case open; and
- Fourteen Family Maintenance cases open.

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<sup>8</sup> Collins, M.E., et. al. (2008). *Permanence of Family Ties: Implications for Youth Transitioning From Foster Care*. American Journal of Orthopsychiatry, 78: 54-62.

Scannapieco, M., et.al. (2007). *In Their Words: Challenges Facing Youth Aging Out of Foster Care*. Journal of Adolescence Social Work, 24: 423-435.

Tweedle, A. (2007). *Youth Leaving Care: How Do They Fare?* Journal of New Directions for Youth Development, 113: 15-31.

### CWS System Improvement Plan Strategy Selection Rationale

While the Mono County peer review conducted in 2013 focused on one specific data outcome measure (Reunification within 12 Months), Mono County Child Welfare Services has chosen to focus on the *systemic factors* related to the C1 Reunification Composite for the 2013 – 2018 System Improvement Plan rather than focus on any specific outcome measure. The Reunification Composite is defined as the child welfare supervised estimate of the composite score used in the California Child and Family Services Review, and includes all of the outcome measures related to the reunification of children with their families. CWS will work to improve and enhance the *systemic factors* which have an effect on the outcome measures within the Reunification Composite. CWS chose to focus on a composite of measures, rather than specific measures, for a variety of reasons.

The importance of youth's transition to Permanency & Transition to Adulthood ensures their continued success in adulthood. Although many youth are successful while in placement, many enter the adult court, often shortly after turning 18. These youth continue to struggle with alcohol or drug use. This issue is compounded by the fact that it is very difficult for small counties to access funding for ILP services for youth simply because the number of youth on probation is so minimal when compared to the larger counties. Additionally, implementing evidence-based practices is difficult when the behavioral and mental health infrastructure is minimized. In larger communities, several behavioral health entities and private organizations exist to refer youth. In Mono County, we are relegated only to county behavioral health. Mono County Probation focused on Permanency & Transition to Adulthood in the hopes of clearly mapping both the strengths and challenges of the current supports offered to youth so as to elicit clear direction on how to make improvements.<sup>9</sup>

Mono County performance rates do not always provide an accurate picture of the services provided, due to the very small number of children in care in Mono County. Such small sample sizes yield insufficient data when determining outcome measures on which to focus. As such, CWS cannot identify one particular measure that stands out as needing focused efforts and resources to improve performance. Rather, CWS could improve in *all* efforts to ensure children and families have the agency and community resources and supports they need for successful family reunification. The county will focus its resources

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<sup>9</sup> Mono County 2013 CSA p.47

and best efforts on addressing the resource gaps and other systemic factors that have an overall impact on a child's ability to return safely to his/her home.

For example, as of this writing, Mono County has only one licensed foster care home (limited to pre-teens and teens) and no group homes. Removing an infant from their home in Mono County most often means the infant is sent to an out-of-county placement, four to five hours drive from Mono County. This causes undue trauma for the child who is placed with unknown people, far from family. Facilitating family visitation of the child with immediate and extended family over these distances is difficult at best. Clearly, working on increasing the number of foster family homes in the county is a critical systemic factor that has a direct effect on the successful reunification of a child with his/her family.

Fortunately, CWS has been largely successful thus far in working with families to find alternative strategies to removing children from their home. Examples of alternative strategies employed include engaging all family members, especially non-offending parents or other protective adults, to preserve the connection between the child and other family members; voluntary Family Maintenance; and, providing other voluntary services with the support of community partners such as behavioral therapy, parenting classes and support groups, and intensive home visiting. These systemic, community-based supports play a critical supporting role in safely returning children to their homes. CWS seeks to improve and enhance these supports over the five years of this System Improvement Plan period.

Returning children safely to their homes is the primary goal of Child Welfare. Additionally, reunification, and specifically Timely Reunification, is a priority for the State of California, as the State as a whole has not historically met certain National Standards for reunification.

### Connection to County Self Assessment Recommendations and Findings

The SIP team also reflected on the recommendations and findings of the County Self Assessment (CSA) review team from 2013, to ensure they were woven into the creation of the SIP. The recommendations for CWS were: case staffing with all service providers present or available via teleconference; training on how to work with resistant clients; more staff and time to devote to case and parents in the beginning of case; more foster homes/group homes; and, parent partner/mentor working with the families in the home with frequent contact. (See page 47 of the CSA).

The Summary Assessment Findings from the CSA Self Assessment yielded the following recommendations (See pages 64 and 65 of the CSA):

- Increased Foster and Adoptive Parent Licensing, Recruitment and Retention;
- Use of concurrent planning to enhance the ability of families and Social Workers to work toward reunification;
- Mentoring and Parent Partnering to promote child development and support for the adult-child relationship;
- Implementation of a formal Family Finding Program so that children are in the least restrictive environment and optimistically reducing the child's time in placement settings;
- Training and adoption of Safety Organized Practice (SOP) framework within Social Worker practice to aid in assessing safety in partnership with the family from referral to post-permanency;
- Partnership in the Mono County WRAP Program; and
- Native American / Child Welfare / Probation collaboration and communication.

The majority of the CSA review team recommendations and findings, and the Summary Assessment Findings from the CSA Self Assessment, were directly addressed in the SIP Strategies selection process. CWS is actively participating in the Mono County WRAP Program partnership as of this writing. Also as of this writing, Parent Partnering is offered through CAPIT/CBCAP/PSSF direct services by Wild Iris (parenting, co-parenting, and parent support groups), and First 5 Mono County (Parent Partners Home Visiting).

Mono County Probation has re-focused and plans to integrate changes to Exits to Permanency and Transition to Adulthood into the upcoming Strategic Planning conference in April 2014. Employing Integrated Management in Evidence-Based Practices (sustaining change leadership courses begin in March) will be a significant step in planning, executing, and sustaining change – a large component in achieving our strategies within this SIP.

### CWS Strategy Selection

After consideration of the CSA process recommendations and the analysis of the systemic factors affecting the Reunification Composite during the SIP processes, CWS developed strategies targeted to address the systemic factors. Additionally, the strategies identify new resources needed, as identified by CWS and stakeholders, to have positive impacts on the systemic factors (ex. foster care homes). After full implementation of the strategies targeted at

improving and enhancing systemic factors associated with successful family reunification, Mono County expects to achieve its Target Improvement Goal: Reunification Composite Measure C1. Improve and Enhance Systemic Factors Related to Reunification of Children with Their Families, by October of 2018.

The following factors are commonly identified as resulting in timely and successful reunification of children:

- Quality of the initial assessment of the parents' needs and identification of individualized services to meet those needs;
- Early parent engagement/participation in services;
- Involvement of the parents in developing the case plan;
- After-care case plan developed prior to case closure that involves linking the family to community resources for support; and
- Adequate resources to facilitate family reunification.

These factors were used to inform the Strategies chosen by CWS. In addition, stakeholders who participated in the CSA also identified many of these practice methods as already occurring or needing to be strengthened or developed in social worker and the agency's approach to working with families. It is believed that the expansion of these values/practice methods throughout the agency will positively impact the composite of reunification measures in the future. CWS plans to work towards the development and adoption of these factors through the following strategies chosen for this SIP:

- Strengthen Administrative and Social Worker Practices;
- Improve Family Finding methods;
- Enhance Reunification System Factors through Collaboration with County and Community Partners;
- Improve and Enhance Social Worker Practices and Community Resources Regarding Parent-Child Interaction/Visitation;
- Implement Safety-Organized Practice (SOP) within CWS Practice; and
- Increase the number of Foster Family Homes in Mono County.

In addition, Mono County uses CAPIT/CBCAP/PSSF grants to fund a variety of community-based, community partner program direct services. CWS refers families needing prevention services, as well as those in Voluntary Family Maintenance and Court Ordered Family Maintenance cases, to these OCAP-funded direct services:

- Parenting Education and Co-Parenting Education;
- Promoting Safe & Stable Families;

- Parent Support Groups;
- Mental Health Services; and
- Home Visiting Program.

(See Table 1 Selection of Direct Service Needs Funded with CAPIT/CBCAP/PSSF, below, for more detail on these services.)

Clients may also be referred for services provided by Mono County Public Health, Mono County Behavioral Health (Counseling and Substance Abuse outpatient services), Wild Iris (domestic violence and anger management services), and the First 5 Mono County *Welcome Baby!* Home Visiting Program.

### Probation Strategy Selection

Probation has two open juvenile probation cases. Mono County Probation has developed three strategies to address the findings of the CSA and as delineated in Strategies 8, 9, and 10 (see page 55). In order to assess whether Probation is meeting qualitative steps in the process, a tool must be developed collaboratively with all agencies and the measurements must be agreed upon. In light of that, agreed upon evidence-based practices must be highlighted and discussed. Such an effort will require the group to review research and past practices. The final tool will allow for measurement so as to ensure a service delivery.

Along with the above, a process and/or guideline must be in place so as to ensure consistent application. Mono County Probation will therefore prepare a written directive so as to ensure compliance with the contract with Social Services, placement, statutes, and other authoritative directives. It also ensures that when employees change position, there should be no break in service delivery.

Third, and related to the two previous strategies, Probation will identify internally a standard protocol when recommending when youth are at risk of being removed from their home and could benefit from the WRAP program. Just as with all processes, there should be written doctrine clarifying Probation's role and responsibility in an inter-departmental contract such as WRAP. With the change in organizational structure and increase in staff, Mono County Probation is better prepared to fully implement these strategies.

#### 1. Child Welfare Services Best Practices

##### a. Safety Organized Practice (Signs of Safety)

Mono County CWS has been participating in training sponsored by the Northern California Training Academy at UC Davis

Extension, on Safety Organized Practice\_(SOP), a Solution-Focused Family Engagement Model developed in Australia by Andrew Turnell and Steve Edwards. Supported by Casey Family Programs and working with Raelene Freitag, the director of the Children’s Research Center, as well as with trainers from Massachusetts, a state that has implemented SOP, the Training Academy envisioned the development of a “Community of Practice” that would help counties with the implementation of SOP and with the integration of SOP and Structured Decision Making (SDM), the actuarial-based risk and needs assessment used in California. The Training Academy is part of a National Learning Collaborative.

The intent of CWS is to work with the Northern California Training Academy for implementation support of SOP, which includes Advanced Signs of Safety/Structured Decision Making coordination and implementation; Signs of Safety orientations; ongoing skills training for staff, supervisors, and coaches; support from practice leaders; monthly webinar case conferences to enhance practice; and evaluation support, which will be part of a national evaluation model and forum for learning, as well as for exchanging information between counties and other jurisdictions. Each county is part of a cluster of three and each cluster has a training coach and practice leaders. The counties met in webinars and conference calls at least once per month for one year and the practice leaders visited each county at least once per month, and continue to do so. CWS staff also attended trainings on SOP and SDM at UC Davis.

SOP is a “solution-focused” approach designed to provide skills, techniques, and an overarching practice methodology for child welfare social workers. It offers strategies for creating constructive working partnerships, while focusing on child safety between child welfare practitioners, the families with whom they work, and community resources. It also provides a common language and format for enhanced critical thinking and judgment on the part of all involved with a family. Components of SOP are now used in multiple states and in more than 15 countries around the world.

The four objectives of SOP are:

1. *Engagement* of the family members and creation of a shared focus to guide the work with all of the stakeholders (child, family, worker, supervisor, etc.) Strategies include a non-threatening, affirmative inquiry

approach; use of family and child friendly language; and the consistent use of such tools as Safety Mapping, Danger Statements, and the Three Houses interviewing tool for children;

2. *Critical Thinking* to help all of the stakeholders consider complicated and ambiguous case information and sort it into meaningful categories. The primary tool is Safety Mapping, which is a process of organizing known information. It is a process that can be done with a family and it provides simple, easy to use, utilitarian definitions, thereby increasing clarity about the purpose of any particular CWS intervention;
3. *Enhancing Safety* to provide a path for workers and families to engage in “rigorous, sustainable, on-the-ground child safety” efforts. The tools used include Safety Mapping; the development of a “detailed but short, behaviorally based” Danger Statement that provides a clear rationale for the involvement of CWS and from which well-defined goals can be developed and agreed upon by all parties; and the building of Safety Networks so parents can enlist the help of their families and the community in keeping their children safe; and
4. *A Training Facilitator* to provide in-county instruction of SOP solution-focused interview techniques to social workers, probation, and other family service partners providing services to families.

The adoption of the Signs of Safety approach fits well with the State of California CFPSR Program Improvement Plan (PIP) Strategy 1: *to expand use of participatory case planning strategies*. It will also contribute to Strategy 4: *expanding options and creating flexible services and supports to meet the needs of children and families*; Strategy 5: *sustaining and expanding staff/supervisor training*; and Strategy 6: *strengthening the implementation of the statewide safety assessment system*.

#### b. CWS Policy and Procedures

As part of the 2010 SIP, Mono County CWS developed a “CWS Policy and Procedures Manual.” CWS staff are currently reviewing the manual to include edits and suggestions proposed by Mono County Counsel. CWS will update this Policy and

Procedure Manual (P&P's) with all new federal and state CWS regulations, as well as applicable state policies for the safety, stability, and wellbeing of all children in Mono County.

As of January 1, 2012, with the onset of the AB 12 mandate and incorporation into the WIC 241.1 Protocol, the Probation Department and Child Welfare has worked collaboratively to keep an updated WIC 241.1 Protocol. Passage of AB 12 allows an emancipated CWS or Probation minor, if he or she so chooses, to participate in AB 12/WIC 241.1. The minor must agree to and complete a Mutual Agreement that includes participation requirements, such as monthly meetings with their probation officer, together with any required activities in their Transitional Independent Living Plan (TILP).

TILP requirements include education; employment readiness; and activities designed to remove employment barriers and behavioral health obstacles. This allows the youth to have options and choices as they are working towards a goal when they begin their placement program. The maintenance of these AB 12/WIC 241.1 protocols and the CWS P&P's will help ensure positive outcomes for children who have participated in the Mono County foster care or ward program.

c. Wraparound Services

The Mono County Probation Department, Social Services, Public Health, and Mono County Behavioral Health collaborate to provide Wraparound services for youth at risk for group home placement. Wraparound funding leverages services for youth and families, such as counseling, case management, and services to meet student educational needs on a continuing basis. The case manager also identifies additional needs of the family, such as the need for Parenting Education and Co-Parenting Education, and refers the family for services offered through Wild Iris and funded via a CAPIT grant. The family may also be referred for home visiting through the First 5 *Parenting Partners* home visiting program, also funded, in part, by a CAPIT grant. CWS makes its best effort to find a provider and deliver services the family may need.

d. Indian Child Welfare Act (ICWA)

Mono County Child Welfare has not had an ICWA placement since October of 2003.<sup>10</sup> Mono County continues to solicit the involvement of an ICWA representative in CWS pre-detention and/or prevention activities. This is achieved by involvement of ICWA, CWS, and Probation in the joint development of policy and procedures; ICWA representatives being invited to and attending CWS/Probation trainings; ICWA representatives being invited to and attending CWS/Probation policy and case meetings; and enhanced communication collaboration through regular contact (see Title IV-E for more information).<sup>11</sup>

e. *Katie A. v. Bontá*

Under the terms of the *Katie A. v. Bontá* federal lawsuit agreement, there are two types of behavioral health services, “Intensive Home-Based Services” and “Intensive Care Coordination,” that will be available to children who are eligible to receive Medicaid. These behavioral health services include “wraparound services, mobile crisis care, intensive case management, in-home mental health aides, and more.” The state will determine which parts of “Therapeutic Foster Care” services will be covered under Medicaid.<sup>12</sup>

Mono County Behavioral Health and Child Welfare Services have been working on preparatory measures regarding the *Katie A. v. Bontá* lawsuit to provide the required behavioral health services to CWS children. Those services are specifically oriented to establishing collaboration and Wraparound Services for all CWS children, with a specific Wraparound Services two day on-site training held for CWS, Behavioral Health, and Probation in January of 2013.<sup>13</sup>

Through this 2013 CWS/Probation System Improvement Plan (SIP), a policy and procedure process has been developed to ensure that every CWS child receives behavioral health screening and appropriate services as needed. After review by Mono County Counsel, Mono County Child Welfare Services and Behavioral Health Department will co-lead this process to better communicate the initial services needed by CWS

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<sup>10</sup> CWS Outcomes System Summary for Mono County – 07.01.13

<sup>11</sup> [www.acf.hhs.gov/programs/cb/resource/title-ive-foster-care](http://www.acf.hhs.gov/programs/cb/resource/title-ive-foster-care)

<sup>12</sup> [www.youngmindsadvocacy.org/how-we-work/advocating/litigation/katie-a-v-bonta/](http://www.youngmindsadvocacy.org/how-we-work/advocating/litigation/katie-a-v-bonta/)

<sup>13</sup> Mono County 2013 CSA p.28-29

children, to gain a better understanding of each child's needs, and to establish better information flow between CWS and Mono County Behavioral Health.

## 2. Probation Best Practices

The PQCR team assisted Probation in determining the primary Five-Year Focus Area which was based on input and analysis from the CSA process. The primary Five-Year Focus Area was determined to be:

- Exits to Permanency & Transition to Adulthood.

The probation officer will continue to complete the 90-day Transitional Plan for each youth transitioning out of care. With the passage of AB 12, the probation officer now incorporates AB 12/WIC 241.1 into each consenting minor's 90 day Transition Plan. This plan will address issues such as education, employment, housing, support services, permanent connections, and health insurance. The Probation Department will establish training for AB 12/WIC 241.1 with DSS when it becomes available.

The probation officer begins working with the youth on all future options, such as college, transitional housing, and independent living, just after placement begins. If the minor chooses to participate in AB 12/WIC 241.1, the minor must agree to and complete a Mutual Agreement that includes participation requirements, such as monthly meetings with their probation officer, together with any required activities in their Transitional Independent Living Plan (TILP).

"The Independent Living Program [ILP] is a federally funded program that provides services to assist eligible youth and young adults up to age 21 in making a successful transition from foster care to independent living. The goal of the program is to enable youth to achieve self-sufficiency prior to exiting the foster care system by providing an independent living skills assessment, assistance with developing a written Transitional Independent Living Plan (TILP), collaborating with caregivers and community partners to provide life-skills training and opportunities for increased responsibility in the lives of each youth/young adult."<sup>14</sup>

TILP requirements include education; employment readiness; and activities designed to remove employment barriers and behavioral health obstacles. This allows the youth to have options and choices as they are working towards a goal when they begin their placement program.

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<sup>14</sup> [http://www.co.kern.ca.us/dhs/FosterFamilyResources/independent\\_living\\_program.html](http://www.co.kern.ca.us/dhs/FosterFamilyResources/independent_living_program.html)

The Probation Department currently has one youth who is in placement that is interested in the AB 12/WIC 241.1 process and is taking the steps to eventually participate in AB 12/WIC 241.1. As mentioned below, Probation and CWS have developed AB 12/WIC 241.1 protocols to coordinate the AB 12 process.

Minors who are found to be inappropriate for the Supervised Independent Living Program (SILP), due to their lack of independent living skills, behavioral health issues, or other barriers to independent living, have more narrow options of foster care or a group home. Most minors do not want to go from a group home to another group home or other foster care placement, as they feel they would rather take advantage of their own independence.

As stipulated in AB 12/WIC 241.1, an emancipated Non-Minor Dependent (NMD) has a choice to work with either Probation or CWS, regardless of the agency from which he or she was emancipated. Depending on the individual needs of a NMD, the AB 12 process may begin by assisting the NMD with finding appropriate housing, securing employment, and ensuring he or she has adequate food and supplies. Once this has been accomplished, the probation officer or social worker may track employment hours, help with school enrollment, and track continued attendance at school or work.

If warranted or requested by the NMD, the probation officer or social worker may assist the NMD with finding an appropriate college or university. Assistance may also be given with scheduling appointments and applying for food stamps, Supplemental Security Income (SSI), and other programs or activities. Some of these support activities may be accomplished through supervision guidance, while some may require onsite visitation to determine the needs and preferences of the NMD, such as visits to available housing or potential colleges.

All of these activities will usually follow the TILP that was developed with the Mono County ILP Coordinator. This TILP is reviewed with the probation officer or social worker prior to the youth's emancipation to identify the needs of the youth and to enhance the success of the TILP. While the probation officer or social worker still offers various forms of support to the NMD, the overall intent of AB 12/WIC 241.1 is to foster the transitional independence of the NMD.

As of January 1, 2012, with the onset of AB 12 mandate and incorporation into the 241.1 W&I Protocol, the Probation Department and Child Welfare have worked collaboratively to keep an updated 241.1 W&I Protocol. Both departments are aware of what steps need to be taken should an eligible NMD petition the Court.

The Probation Department meets regularly with the Child Welfare Department and the judges to update all participants on issues relating to AB 12 (extended foster care), AB 241.1 (possible joint Probation/CWS case decisions), and SIP updates. This year this committee has:

- Written an AB 12/WIC 241.1 Policy and Procedure; and
- Written a WIC 241.1 Policy and Procedure.

Youth who are Wards and NMD are also referred to the ILP Coordinator for evaluation and services. Since the Probation Department initiated AB 12/WIC 241.1, the juvenile officer continues to work closely with the ILP Coordinator. The probation officer and the ILP coordinator are in the process of creating a screening tool, such as an Intake Interview, that focuses on the necessary skills the NMD should possess in order to be appropriate and successful for Supported Independent Living Placement (SILP) through AB 12/WIC 241.1.

Probation continues to have excellent collaboration with the ILP coordinator, local schools, legal counsel, behavioral health, and alcohol and drug counselors. These agency partners help contribute to the transitional services that Probation continues to provide to youth in placement.

The probation officer(s) have not attended trainings in the areas of Concurrent Planning, Family Engagement, Youth in Transition, Indian Child Welfare Act (ICWA), Youth Permanency, AB 12/WIC 241.1, Family Finding, Engaging Native American Fathers, or Positive Achievement Change Tool (PACT). As part of the completion of this SIP, Probation Officer(s) trainings for these subjects will be added to the action steps. These trainings will improve the juvenile officer's knowledge of the rules and regulations for youth entering placement, or at risk of placement; knowledge regarding resources for transition age youth; and how to encourage and develop a plan with the youth.

Probation Services has a very positive relationship with the various native tribes in Mono County. Probation Services communicates frequently with the tribe of a youth. Not all communication is in writing unless required through ICWA. Depending on the cultural mores of a tribe, Probation makes every effort to honor the tribe and native family in communication best suited to their needs. An Elder grandmother would be confused by the formality of a letter explaining custody when in the Paiute tribe, as the People recognize the whole tribe as 'family.' Many visits with Tribal members are the norm as staff try to continue to understand cultural differences. ICWA is respected and

enforced; however, tribal traditions are perhaps more important in light of successful placement and transition.

Currently, Mono County detainees are disproportionately minorities. It is Mono County Probation’s goal to contact the Annie E. Casey Foundation for assistance and/or a grant to devise a framework and plan to address this disparity through the Juvenile Detention Alternatives Initiative (JDAI). JDAI was developed as an alternative to these trends, as a demonstration that jurisdictions could control their detention destinies. The initiative had four objectives:

- To eliminate the inappropriate or unnecessary use of secure detention;
- To minimize failures to appear and the incidence of delinquent behavior;
- To redirect public finances from building new facility capacity to responsible alternative strategies; and
- To improve conditions in secure detention facilities.

Mono County has two temporary or special use cells in lieu of a detention center and could pursue the first three objectives. Further, a collaborative approach would be taken with the Inyo Detention Center suggesting our two counties benefit from AEC JDAI.

The Probation Department and Child Welfare Departments are looking at possibly acquiring the LexisNexis instrument to access the Accurant Family Finding Tool, to identify and find family members of those minors at imminent risk of removal. The Family Finding Tool will be used to ensure a thorough investigation is taken for each minor so that all positive options of placement are made for each minor to create lifelong connections.

### C. Prioritization of Direct Service Needs

**Table 1 Selection of Direct Service Needs Funded with CAPIT/CBCAP/PSSF**

No.	Title of Program	Function of Program	Name of Service Provider	OCAP Funding Source	Name of program model used in Program	EBP or EIP?	Detail/Rationale
1	Parenting Education and Co-Parenting Education	Direct Service	Wild Iris	CAPIT	<i>Active Parenting Now and Cooperative Parenting &amp; Divorce</i>	EBP	The <i>Active Parenting</i> model has been listed by the National Registry of Evidence-based Programs and Practices (NREPP), a service of SAMHSA.

No.	Title of Program	Function of Program	Name of Service Provider	OCAP Funding Source	Name of program model used in Program	EBP or EIP?	Detail/Rationale
<p>Parents in our rural communities need access to mutual support services, including parent support groups that include self-help, education, and provide for outreach and follow-up services.</p> <ul style="list-style-type: none"> <li><i>Active Parenting Now</i> is based on the application of Adlerian parenting theory, which is defined by mutual respect among family members within a democratically run family. The program teaches parents how to raise a child by using encouragement, building the child's self-esteem, and creating a relationship with the child based upon active listening, honest communication, and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.</li> <li><i>Cooperative Parenting and Divorce: A Parent Guide to Effective Co-Parenting</i> is Cooperative Parenting and Divorce is a psycho-educational video-based, class for separating or divorce parents. This program was written by Boyan and Termini, the founders of the Cooperative Parenting Institute. Over the 16 hour program, co-parents learn how to shield their child/children from conflict.</li> </ul> <p>Both programs are offered to Mono County communities in English and Spanish. The service provider, Wild Iris, is also considering using CAPIT funds to provide supervised visitation to families. This concept is being developed as the SIP is being written.</p>							
2	Promoting Safe & Stable Families	Direct Service	Wild Iris	PSSF	Promoting Safe & Stable Families	n/a	See below
<p>Wild Iris works collaboratively with CWS to identify families for whom services within each of the four designated service components may be most appropriate (Family Preservation; Family Support; Time-Limited Family Reunification; Adoption Promotion and Support). A variety of strategies are used, including: Individual and Family counseling and support groups; Adoptive/Foster Parent Recruitment; Mentoring Services; Case Management activities; Housing Services and Concrete Supports; Referral services. Total funding for all components is only \$10,000, and is not sufficient funding to launch an EBP or EIP, nor does the size of the population with which we are working lend itself to a full blown intervention. As this SIP is being written, Wild Iris is also considering the use of PSSF to provide supervised visitation.</p>							
3	Mental Health Services	Direct Service	Wild Iris	CBCAP	Mental Health Services	n/a	While essential to serving our target population, this direct service consists of general mental health services and as such does not qualify as an EBP/EIP on their own.
<p>The rationale for selecting this non-EBP/EIP strategy is that victims of domestic violence, sexual assault, and child abuse need access to long term mental health care. Left untreated, victims of domestic violence, sexual assault and child abuse are traumatized, unable to engage healthy coping mechanisms, and are at increased risk for substance abuse, severe depression, post-traumatic stress disorder, anxiety, helplessness and suicide. Ensuring access to affordable and adequate mental health care is especially difficult in geographically isolated areas, such as those that exist in Mono County.</p>							
4	Parent Support Groups	Direct Service	Wild Iris	CBCAP	<i>Strengthening Families Program (SFP)</i>	EPB	The Strengthening Families Program (SFP) is considered a SAMHSA Model Program.

No.	Title of Program	Function of Program	Name of Service Provider	OCAP Funding Source	Name of program model used in Program	EBP or EIP?	Detail/Rationale
							Aspects of the curriculum from the SFP will be used in the Support Groups.
<p>Parents in rural communities need access to mutual support services, including parent support groups, that include self-help, education, provide for outreach and follow-up services. Rural communities face significant challenges, including higher poverty and fewer resources like adequate provision of services for parental support. Because of economic and transportation challenges, parents in rural areas, especially those that are geographically isolated, often depend on their immediate community for access to basic support services, such as parenting support, education about parenting, child development, and the social and emotional well-being of children. As this SIP is being written, Wild Iris is also considering the use of CBCAP to provide supervised visitation.</p> <p>Wild Iris uses aspects of the curriculum from the Strengthening Families Program (SFP), which seeks to improve family relationships, parenting skills, and youth’s social and life skills. Training sessions use family systems and cognitive behavioral approaches to increase resilience and reduce risk factors. Groups are offered to both English and Spanish speakers.</p>							
5	<i>Parenting Partners</i> Home Visiting Program	Direct Service	First 5 Mono County	CAPIT	<i>Parents as Teachers</i>	EPB	Meets the evidence-based criteria of the Maternal, Infant, Early Childhood Home Visiting (MIECHV) program. Listed in CBCAP’s evidence-based program directory. Listed on SAMHSA’s National Registry of Evidence-based Program and Practices. Included as one of ACF Children’s Bureau funded evidence-based home visiting models used to prevent maltreatment.
<p>The stress of not knowing how to best handle, or handle at all, the needs and challenges that arise with a child’s developmental stages puts families at a greater risk for child abuse. The <i>Parenting Partners Program</i> provides Mono County families with children ages one to five, who are facing challenging behaviors and other familial stressors, with access to personalized home visits addressing their situation-specific needs. The program serves both English and Spanish-speaking families. More than a dozen outcome studies have been conducted on the effects of the <i>Parents as Teachers</i> model. Studies published in peer-reviewed journals show statistically significant and sustained effects. Outcome data have been collected on more than 16,000 children and parents (<a href="http://www.parentsasteachers.org/results">http://www.parentsasteachers.org/results</a>).</p>							

Populations at greatest risk of child maltreatment,  
as established in the CSA

Due to the rural, mountainous, and isolated nature of Mono County, there is not one particular population at greatest risk of child maltreatment; rather, all populations within the county are at risk.

### CAPIT/CBCAP/PSSF Program Requirements

Mono County will use state CAPIT funds to support the parenting and co-parenting education programs, *Active Parenting Now* and *Cooperative Parenting & Divorce*, which are contracted through Wild Iris. CAPIT funds will also support *Parents as Teachers*, a model of the *Parenting Partners Program*, which is administered through First 5 Mono County. Regulations state that CAPIT funds must support programs for at-risk isolated families, including those who are currently being assisted by child welfare services. Funds may be used for such services, including, but not limited to, day care; respite services; transportation; mental health services; disability services; home visiting programs; parent education and support programs; domestic violence services; early developmental screening and assessment; and counseling services. Further, CAPIT requires that funded programs are not duplicated within the community; that they are based on the needs of at-risk children, with priority given to those under five years of age, and those under 14 years of age; that they assist the county's progress toward the appropriate outcome measures; and that the funded programs are culturally and linguistically appropriate for the population. Administrative costs may not exceed ten percent of the total grant, and the implementing agency must provide a ten percent cash or in-kind match to support child abuse prevention efforts.<sup>15</sup>

Mono County will use federal CBCAP funds to support mental health services and the parenting support group, *Strengthening Families Program*, both of which are contracted through Wild Iris. Regulations state that CBCAP funds must serve the general population, including at-risk families; however, families with an open child welfare case are not eligible for CBCAP-funded services. CBCAP-funded services are preventative and designed to support families before allegations of abuse and neglect occur, and those families that have received a referral to a child abuse hotline. CBCAP funds may be used for such programs as adult education; child abuse awareness and prevention campaigns; domestic violence services; health care services; mental health services; parent support groups and leadership services; parenting education; and substance abuse treatment services, among others. Administrative costs may not exceed ten percent of the total grant.<sup>16</sup>

Mono County will use federal and state PSSF funds, contracted through Wild Iris, to support the four components of the PSSF program: Family

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<sup>15</sup> California Department of Social Services, Office of Child Abuse Prevention. (2013). Child Abuse Prevention, Intervention and Treatment Program (CAPIT) Fact Sheet. Retrieved from [http://www.childsworld.ca.gov/res/OCAP/CAPIT\\_FactSheet.pdf](http://www.childsworld.ca.gov/res/OCAP/CAPIT_FactSheet.pdf)

<sup>16</sup> California Department of Social Services, Office of Child Abuse Prevention. (2013). Community-Based Child Abuse Prevention Program (CBCAP) Fact Sheet. Retrieved from [http://www.childsworld.ca.gov/res/OCAP/CBCAP\\_FactSheet.pdf](http://www.childsworld.ca.gov/res/OCAP/CBCAP_FactSheet.pdf)

Preservation; Community-Based Family Support; Time-Limited Family Reunification; and Adoption Promotion and Support. Regulations require that PSSF funds must support at-risk children and families, as well as families already receiving child welfare services. The focus of the PSSF program is to prevent the separation of children from their family, unless warranted; to improve the quality of care and programs available to children and families; and to promote permanency for children through reunification, adoption, or an alternate permanent living arrangement. Regulations dictate that administrative costs may not exceed ten percent of the total grant. The PSSF funds must be divided among the four service components of the program, with 20 percent of the grant dedicated to each component, leaving the remaining 20 percent of the grant to supplement any or all of the four components. Regulations also dictate that Mono County must assemble a planning committee. Example of programs and services that are allowable under Family Preservation, Community-Based Family Support, and Adoption Promotion and Support include adult education; concrete supports, such as car seats or utility assistance; early development screening; mental health services; transportation; and youth programs, among others. Early childhood education, health services, and information/referral are allowable only within Community-Based Family Support. Services directly associated with adoption are only allowable under Adoption Promotion and Support. Allowable programs and services within Time-Limited Family Reunification include peer-to-peer mentoring for parents and caregivers; support groups for parents and caregivers; and services or programs that support visitation between children and their parents or siblings, such as transportation, child care, domestic violence services, mental health services, respite care, and substance abuse treatment.<sup>17</sup>

### III. Summary Data Review

The data used for this report are from the California CWS/CMS 2013 Quarter 1 Data Extract Report. On a quarterly basis, the counties and the state are measured on performance and outcomes in three areas: safety, permanence, and well-being.

**Safety** is measured by participation rates, risk assessment accuracy and timely contacts by social workers with children and families served.

- Safety Outcome 1 (S1): Children are, first and foremost, protected from abuse and neglect.
- Safety Outcome 2 (S2): Children are safely maintained in their homes whenever possible and appropriate.

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<sup>17</sup> California Department of Social Services, Office of Child Abuse Prevention. (2013). Promoting Safe and Stable Families Program (PSSF) Fact Sheet. Retrieved from <http://www.childsworld.ca.gov/res/OCAP/PSSFFactSheet.pdf>

**Permanence** is measured by length and stability of placement in out of home care and reunification and adoption outcome efforts.

- Permanency Outcome 1 (P1): Children have permanency and stability in their living situations.
- Permanency Outcome 2 (P2): The continuity of family relationships and connections is preserved for children.

**Well-being** is measured in areas such as education, employment, housing, and health.

- Well-Being Outcome 1 (WB1): Families have enhanced capacity to provide for their children’s needs.
- Well-Being Outcome 2 (WB2): Children receive appropriate services to meet their educational needs.
- Well-Being Outcome 3 (WB 3): Children receive adequate services to meet their physical and mental health needs.

Within each of these seven outcomes the scores on each item are used to develop an overall score for the outcome. A County is considered to have substantially achieved the requirements for an outcome if two conditions are achieved:

1. First, 90 percent of the applicable cases reviewed in an outcome area must show that the state substantially achieved the outcome.
2. Second, a review of state child welfare data must show that the state met the national standards for that outcome (for those outcomes for which national standards exist).

### CWS/CMS Mono County Participation Rates

**Table 2 Mono County Participation Rates**

Referral Rate	1/1/2010 thru 12/31/2010	1/1/2011 thru 12/31/2011	1/1/2012 thru 12/31/2012
Children with Allegations	151	138	151
Substantiation Rate	27	24	15
Foster Care Entry	2	0	0
Foster Care In-Care	2	2	2

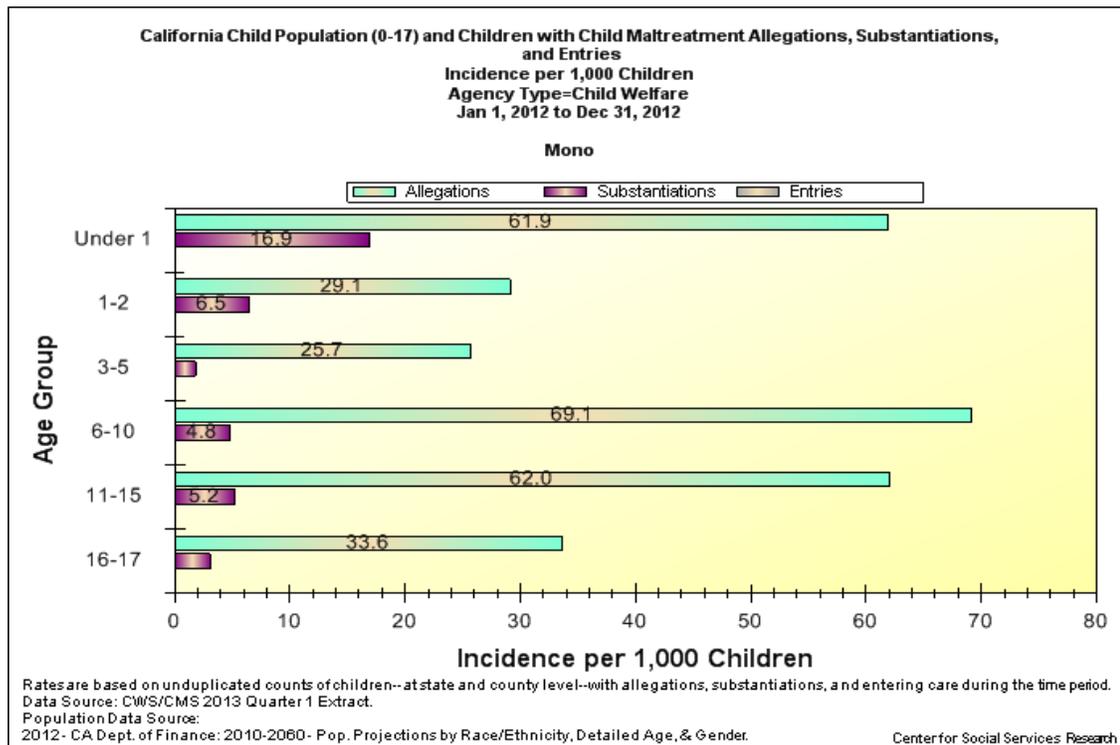
CWS/CMS Data Extract Report: Q1 2013 <sup>18</sup>

<sup>18</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/RefRates.aspx](http://cssr.berkeley.edu/ucb_childwelfare/RefRates.aspx)

Table 2 shows that since the last Mono County SIP, the children with allegations for Mono County fell 9% (151 to 138)<sup>19</sup> in December of 2011. From January 1, 2012, through December 31, 2012, the children with allegations rate rose to 151. However, while the number of children with allegations rose 9% during 2012, the substantiation rate declined 37.5% (from 24 to 15).<sup>20</sup> There have been no new entries into foster care in three years and the two continuing foster care cases have been in-care for over two years.

Chart 1 confirms the very low participation rates and shows the 2011/2012 participation outcomes by age; these low participation rates fluctuate very slightly over time. The one characteristic shown in Chart 1 and explained in the general demographic section is the slight population decline in some areas of the county and a higher than normal home vacancy rate that could be contributing factors to a temporary decline in participation rates.

**Chart 1 Participation Outcomes September 2011 thru September 2012**



**S 1.1 No Recurrence of Maltreatment**

**S 2.1 No Maltreatment in Foster Care**

**No Recurrence of Maltreatment:** This measure reflects the percentage of children who did not have a subsequent substantiated report of child abuse/neglect within six months of the initial substantiation. Table 3 compares

<sup>19</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/RefRates.aspx](http://cssr.berkeley.edu/ucb_childwelfare/RefRates.aspx)

<sup>20</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/RefRates.aspx](http://cssr.berkeley.edu/ucb_childwelfare/RefRates.aspx)

Mono County's compliance with the National Standard of 94.6% for No Recurrence of Maltreatment.<sup>21</sup>

**Table 3 No Recurrence of Maltreatment**

Baseline period	Number of Children With No Recurrence of Abuse	Total number of children	Mono County Compliance	National Standard or Goal
10/1/10 - 3/31/11	15	17	88.2%	94.6%
1/1/11 - 6/30/11	14	14	100%	94.6%
4/1/11 - 9/30/11	9	9	100%	94.6%
7/1/11 - 12/31/11	11	11	100%	94.6%
4/1/12 - 9/30/12	8	10	80%	94.6%

CWS/CMS Data Extract Report: Q1 2013<sup>22</sup>

Mono County does well on this outcome measure as illustrated by Table 3. Mono County's performance since the last SIP is between 80 and 100% for this measure, which is very good. Preventative Services have been enhanced in Mono County by utilizing prevention service providers, funded by CAPIT funds, to engage families at the first signs of trouble. In addition, Mono County has increased the utilization of Voluntary Family Maintenance (VFM) and Court Ordered Family Maintenance case services. After investigation, referrals are staffed to determine the appropriate response. For example, Community Response is chosen when allegations do not meet statutory definitions of abuse or neglect, yet there are signs that the family is experiencing problems that could be addressed with community resources. The Service Contractor provides Parenting and Co-Parenting Education classes, Mental Health Services, Parent Support Groups, and *Parenting Partners* Home Visiting Program using CAPIT, CBCAP, and PSSF funds. Clients may also be referred for services provided by Mono County Public Health, Mono County Behavioral Health (Counseling and Substance Abuse outpatient services), Wild Iris (domestic violence services and anger management), and the First 5 Mono County *Welcome Baby!* Home Visiting Program.

Challenges and barriers to addressing child maltreatment noted by CWS Social Workers and community partners include:

- Many families living in outlying areas are low income, often without telephones or vehicles. Lack of transportation is a major barrier to utilization of services for families that live two hours away and have serious needs.

<sup>21</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare](http://cssr.berkeley.edu/ucb_childwelfare)

<sup>22</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/RecurAlleg.aspx](http://cssr.berkeley.edu/ucb_childwelfare/RecurAlleg.aspx)

- There are cultural barriers in working with families. DSS has one bilingual Social Worker; however, due to the rural nature of Mono County, this Social Worker's need is stretched by the size of the county.
- Engagement with, and collaboration with, the Native American Tribes is done on a case by case basis.
- Previously, not all service providers want to do outreach in outlying areas, although this has improved greatly with CAPIT/CBCAP/PSSF funding.

**No Maltreatment in Foster Care:** Mono County has consistently achieved 100% for this outcome measure, exceeding the national standard of 99.68%. The Mono County 2007-2010 SIP showed a 100% compliance with this measure and no maltreatment in Foster Care. For the latest triennial period, 2010 through September 2012, Child Welfare Data Extract Reports again showed Mono County Child Welfare with 100% compliance for this measure and no maltreatment in Foster Care.<sup>23</sup> This success can be attributed to Social Worker efforts to screen foster homes and the thoroughness of Social Worker visits with the children in foster care.

### C1 Reunification Composite

This is an outcome measure reflecting the percent of children reunified after 12 months of removal of the child from the home. During the analysis of outcomes for the CSA and the completion of the peer review, specific outcome measures were selected for Child Welfare and Probation.

- The Child Welfare Focus Area was Reunification within 12 Months;
- The Probation Focus Area was Exits to Permanency & Transition to Adulthood.

At the time of the CSA from January through April 2013, the U.C. Berkeley Data Extract reports showed that Child Welfare had:

- Two Permanent Plan cases open with the children in Foster Care for a period of two years each;
- One Family Reunification case open; and
- Fourteen Family Maintenance cases open.

The July SafeMeasures report<sup>24</sup> shows that Child Welfare had:

- Four Permanent Plan cases open; two of these children have been in Foster Care for a period of two years each;
- Two Family Reunification cases open; and
- Thirteen Family Maintenance cases open.

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<sup>23</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/RecurAllegExit.aspx](http://cssr.berkeley.edu/ucb_childwelfare/RecurAllegExit.aspx)

<sup>24</sup> Mono County SafeMeasures 2009/2013

Mono County has very few children who enter Foster Care as compared to other counties. Mono County provides Parenting and Co-Parenting Education for Family Reunification clients to assist in alleviating behaviors and situations that resulted in child abuse and placement for the protection of the child. Case specific dynamics affect the rate of reunification; for example, parent's non-compliance with their case plan goals. Social Workers and community partners state that reunification within 12 months may not occur because:

1. Reunification services are more difficult to provide when a child is placed out of county.
2. Visitation is also more difficult to arrange, although Mono County CWS provides assistance with lodging and mileage for parents.
3. Mono County Social Workers indicate that Foster Care placement is the last resort. Mono County opens Family Maintenance cases whenever possible to provide services for families. Family Maintenance involves frequent visits with the family by the Social Worker and referral to community based CAPIT/CBCAP/PSSF funded preventive programs and/or Mental Health programs. In some cases, the family has not complied with services or the services have not improved safety or reduced risk. Some parents do not avail themselves of services that are provided and do not comply with their case plan. Substance abuse is a common factor in non-compliance.

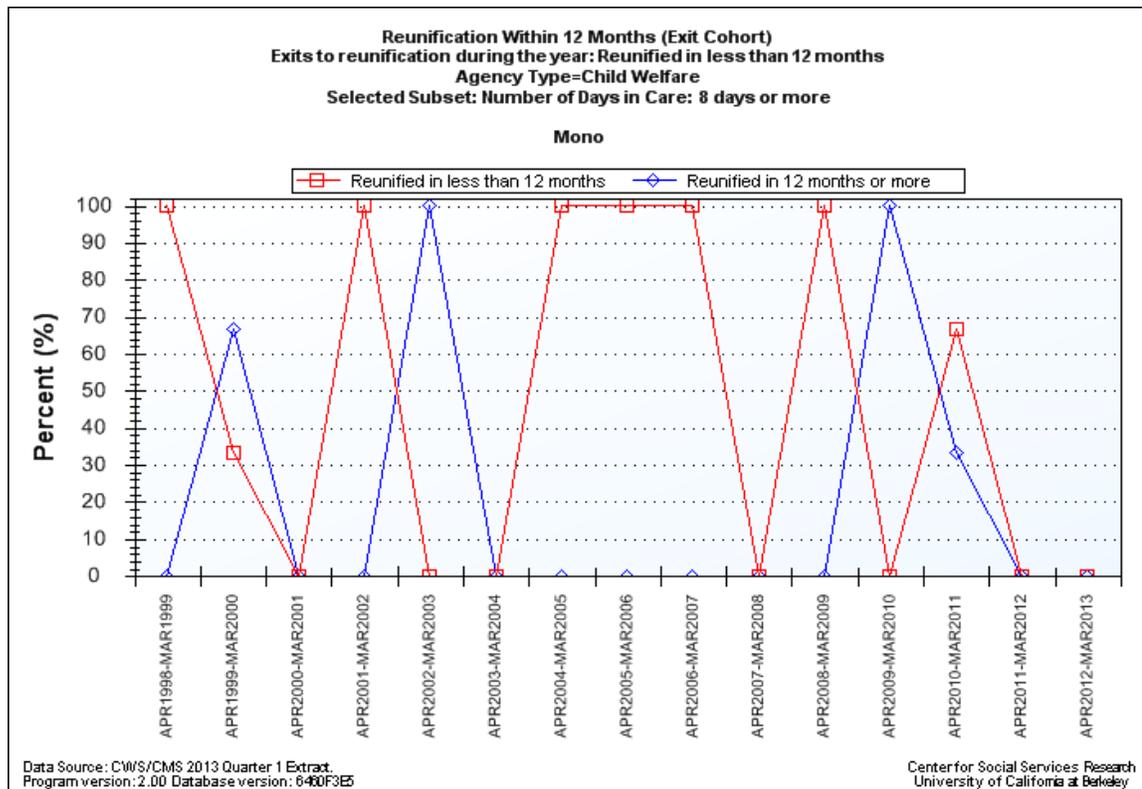
### C1.1 Reunification within 12 Months (Exit Cohort)

Chart 2 shows that Mono County has had a number of years from March of 1999 through April/March 2010, where the Reunification Exit compliance rate was 100%. However, during this same time period there were a significant number of years where there was 100% non-compliance (reunification in less than 12 months). As shown in the 2013 CSA and the most recent Data Extract Reports, CWS has had no reunifications within 12 months during the last two years (April 2011/March 2012 & April 2012/March 2013). This trend is indicative of the rural nature of Mono County, the lack of services close to the county, and the lack of placement alternatives.<sup>25</sup>

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<sup>25</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/C1M1.aspx](http://cssr.berkeley.edu/ucb_childwelfare/C1M1.aspx)

**Chart 2 Reunification within 12 Months (Exit Cohort)**



**C1.2 Median Time to Reunification (Exit Cohort)**

This measure tracks the time period in months of the child’s last removal from the home until their discharge from Foster Care to reunification. The Data Extract Reports used in the 2013 CSA showed that there was no data during this time period to establish a statistical pattern during the last 2011-2012 twelve month time period. The most recent CWS/CMS 2013 Quarter 1 Data Extract Report also shows no comparison performance data for the 2012-2013 time period.<sup>26</sup>

**C1.3 Reunification within 12 Months (Entry Cohort)**

This is an outcome measure reflecting the percent of children reunified with 12 months of removal of the child from entry to the home. The Data Extract Reports show no data during this time period to establish a statistical pattern for the last 2011-2012 twelve month time period. The most recent CWS/CMS 2013 Quarter 1 Data Extract Report also shows no comparison performance data for the 2012-2013 time period.<sup>27</sup>

<sup>26</sup> CWSoutcomessystemssummaryforMonoCounty-07.01.13

<sup>27</sup> CWSoutcomessystemssummaryforMonoCounty-07.01.13

## C1.4 Reentry Following Reunification

This outcome measure tracks the percent of children that reentered Foster Care within 12 months of their latest discharge from Foster Care to reunification. The Data Extract Reports show no data during this time period to establish a statistical trend for the last 2010-2011 twelve month time period. The most recent CWS/CMS 2013 Quarter 1 Data Extract Report also shows no comparison performance data for the 2012-2013 time period.<sup>28</sup>

## C2 Adoption Composite

County Adoptions - The CDSS Adoptions District Office located in the City of Fresno provides adoptions services including assessments, home studies, paperwork finalization, and payment determinations for Mono County. Mono County Department of Child Welfare has just completed a Memorandum of Understanding (MOU) with the CDSS Fresno Adoptions District Office.<sup>29</sup>

### C2.1 Adoption within 24 Months

### C2.3 Adoption within 12 Months

There have been no Mono County adoptions between 2009 and July 2013.<sup>30</sup> Mono County has had two adoptions between the period January 1, 2001, and March 31, 2009, that occurred in 2001 and 2007. Both of these adoptions involved infants.<sup>31</sup>

Concurrent planning is reviewed and discussed with the family members in the preparation of each case plan. Mono County Social Workers have recently received in-house concurrent planning training, and concurrent planning protocols have been implemented into the new Child Welfare Policy and Procedures. Family Participation case planning also assesses ILP services and needs.

### C2.4 Legally Free within Six months

Of all children in Foster Care for 17 continuous months or longer and not legally free for adoption on the first day of the year, what percent became legally free within the next 6 months? Mono County had no children in this category from the period April 4, 2012 - March 31, 2013.<sup>32</sup> The two Mono County foster children that have been in Foster Care for the last two years have not been legally free for adoption.

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<sup>28</sup> CWSoutcomessystemssummaryforMonoCounty-07.01.13

<sup>29</sup> Mono County 2013 CSA p.55

<sup>30</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/C2M1.aspx](http://cssr.berkeley.edu/ucb_childwelfare/C2M1.aspx)

<sup>31</sup> Needell, B., Webster, D., Armijo, M., Lee, S., Dawson, W., Magruder, J., Exel, M., Cuccaro-Alamin, S., Putnam-Hornstein, E., Williams, D., Yee, H., Hightower, L., Lou, C., Peng, C., King, B., Henry, C., & Lawson, J. (2013). *Child Welfare Services Reports for California*. Retrieved 9/5/2013, from University of California at Berkeley Center for Social Services Research website. URL: <[http://cssr.berkeley.edu/ucb\\_childwelfare](http://cssr.berkeley.edu/ucb_childwelfare)>

<sup>32</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/C2M4.aspx](http://cssr.berkeley.edu/ucb_childwelfare/C2M4.aspx)

### C 3.1 Exits to Permanency (24 months or longer in care)

Of all children in Foster Care 24 months or longer on the first day of the year, what percent were discharged to a permanent home by the end of the year and prior to turning 18? Mono County has only had one child in care 24 months or longer in care at the time of the last Data Extract Report (3/31/2013) and that child has not exited to permanency (see Table 4).<sup>33</sup>

### C3.2 Exit to Permanency (24 months in care/legally free at exit)

For children in Care 24 months or legally free at exit: Exit to permanency before age 18. Mono County Child Welfare Services have no children that have met that criteria since the 2010 SIP.<sup>34</sup>

**Table 4 Exits to Permanency**

	Age Group						All
	Under 1	1-2	3-5	6-10	11-15	16-17	
	%	%	%	%	%	%	%
Exited to reunification by end of year and before age 18	-	-	-	-	-	-	-
Exited to adoption by end of year and before age 18	-	-	-	-	-	-	-
Exited to guardianship by end of year and before age 18	-	-	-	-	-	-	-
Exited to non-permanency by end of year	-	-	-	-	-	-	-
Still in care					100.0		100.0
Total					100.0		100.0

CWS/CMS 2013 Q1 Data Extract Report<sup>35</sup>

### C3.3 In Care 3 years or longer (Emancipated at 18)

For children in Care 3 Years or Longer (Emancipated or Age 18 in Care): Emancipated or age 18 in Care during the year. Mono County Children Services have no children that have met that criteria since the 2010 SIP.<sup>36</sup>

### C4 Placement Stability Composite

The focus area for the 2010 SIP was Measure C4.1, C4.2, and C4.3: Placement Stability.

- C4.1 Placement Stability (8 days to 12 months in Care)
- C4.2 Placement Stability (12 to 24 months in Care)
- C4.3 Placement Stability (At Least 24 months in Care)

<sup>33</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/C2M4.aspx](http://cssr.berkeley.edu/ucb_childwelfare/C2M4.aspx)

<sup>34</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/C2M4.aspx](http://cssr.berkeley.edu/ucb_childwelfare/C2M4.aspx)

<sup>35</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/C3M1.aspx](http://cssr.berkeley.edu/ucb_childwelfare/C3M1.aspx)

<sup>36</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/C3M1.aspx](http://cssr.berkeley.edu/ucb_childwelfare/C3M1.aspx)

The critical importance of placement stability in Mono County Child Welfare has been highlighted prior to the 2010 PQCR. For the 2010 CSA and SIP, Child Welfare reported an increase in the number of teenage girls who have entered care and, anecdotally, staff has noticed an increase in placement challenges.

For the time period between the last SIP in October 2010 and March 31, 2013, the following placement stability was recorded for Mono County Child Welfare.

- C4.1 Placement Stability (8 days to 12 months in Care)
  - 100% compliant, no placement changes.<sup>37</sup>
- C4.2 Placement Stability (12 to 24 months in Care)
  - 100% compliant, no placement changes.<sup>38</sup>
- C4.3 Placement Stability (At Least 24 months in Care)
  - 50% compliant, which is 119.6% compliant with National Standard/Goal of 41.8%.<sup>39</sup>

While most of these percentages indicate a significant increase in compliance, it should be noted that they decreased from 2010 to 2012, especially for C4.2 and C4.3, where there were only two placements. Mono County has very few children who enter Foster Care as compared to other counties. In addition, Mono County has increased the utilization of Voluntary Family Maintenance (VFM) and Court Ordered Family Maintenance case services.

## 2B Timely Response

### Immediate Response Compliance

#### 10-Day Response Compliance

These reports count both the number of child abuse and neglect referrals that require, and then receive, an in-person investigation within the time frame specified by the referral response type. Referrals are classified as either immediate response (within 24 hours) or 10-day response. This is a CDSS measure.<sup>40</sup>

Mono County Social Workers usually have a 100% compliance rate with the Immediate Response Compliance Measure. As shown in Table 5, the data from the most recent CWS/CMS 2013 Q1 Data Extract Report (Jan 2013 - Mar 2013) demonstrates that CWS is 100% compliant with Immediate Response-Child Abuse/Neglect Referral Time to Investigation. Since the last SIP in October of 2010, Mono County has had only two time periods where there has been No Timely Responses to the Immediate Response Compliance Measure.<sup>41</sup> In each of those two time periods, there were only two cases reported and in both of

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<sup>37</sup> CWSoutcomessystemssummaryforMonoCounty-07.01.13

<sup>38</sup> CWSoutcomessystemssummaryforMonoCounty-07.01.13

<sup>39</sup> CWSoutcomessystemssummaryforMonoCounty-07.01.13

<sup>40</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare](http://cssr.berkeley.edu/ucb_childwelfare)

<sup>41</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/CDSS\\_2B.aspx](http://cssr.berkeley.edu/ucb_childwelfare/CDSS_2B.aspx)

those cases, the in-person investigations were made timely (within the 24 hour time period), but were entered into CWS/CMS late.

**Table 5 Immediate Response Type - Child Abuse and Neglect Referrals by Time to Investigation**

Count	Oct2010 Dec2010	Jan2011 Mar2011	Apr2011 Jun2011	Jul2011 Sep2011	Oct2011 Dec2011	Jan2012 Mar2012	Apr2012 Jun2012	Jul2012 Sep2012	Oct2012 Dec2012	Jan2013 Mar2013
Timely Response	6	11	8	4	1	11	5	7	7	6
Non-Timely Response	1	0	0	0	0	0	0	1	0	0
Total	7	11	8	4	1	11	5	8	7	6

CWS/CMS 2013 Q1 Data Extract Report <sup>42</sup>

Table 6 shows that for the 10-Day Response Type – Child Abuse and Neglect Referrals by Time to Investigation there has been only two time periods since the last SIP in 2010 that Mono County has been in compliance with this measure.<sup>43</sup> The reasons for this non-compliance have been high Social Worker turnover and late entry of data into the CWS/CMS system. Recent staff increases and staff responsibility changes to the Social Worker II Supervisor will support compliance to the 10-Day Response referrals.

**Table 6 10-Day Response Type - Child Abuse and Neglect Referrals by Time to Investigation**

Count	Oct2010 Dec2010	Jan2011 Mar2011	Apr2011 Jun2011	Jul2011 Sep2011	Oct2011 Dec2011	Jan2012 Mar2012	Apr2012 Jun2012	Jul2012 Sep2012	Oct2012 Dec2012	Jan2013 Mar2013
Timely Response	10	10	9	12	10	14	6	9	7	16
Non-Timely Response	3	1	0	3	1	1	3	3	0	3
Total	13	11	9	15	11	15	9	12	7	19

CWS/CMS 2013 Q1 Data Extract Report <sup>44</sup>

## 2C Timely Social Worker Visits with Child

State Measure 2C has been replaced by Federal Measure 2F in the Q1 2013 Data Extract Reports. While 2C has been replaced by 2F in UCB data, 2C continues to be monitored through SafeMeasures to ensure positive outcomes for the FM cases. The action step to resolve the late visits by the social workers will be intense time management training by the Social Worker Supervisor, with

<sup>42</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/CDSS\\_2B.aspx](http://cssr.berkeley.edu/ucb_childwelfare/CDSS_2B.aspx)

<sup>43</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/CDSS\\_2B.aspx](http://cssr.berkeley.edu/ucb_childwelfare/CDSS_2B.aspx)

<sup>44</sup> [http://cssr.berkeley.edu/ucb\\_childwelfare/CDSS\\_2B.aspx](http://cssr.berkeley.edu/ucb_childwelfare/CDSS_2B.aspx)

social worker/case file reviews that are scheduled weekly by the Social Worker Supervisor with each social worker. The Social Worker Supervisor will use SafeMeasures reports to facilitate social worker(s) time management to ensure timely social worker visits.

### 2F Timely Social Worker Visits with Child

These reports measure the compliance rate for Social Worker visits to children. The rate is equal to the percentage of children requiring a caseworker contact who received the contact in a timely manner. The monthly reporting period is based on a client (not case) level.

**Table 7 Timely Social Worker Visits with Child**

Age Group	Children in Placement	Number of Months Open	Number of Visit Months	Percent Visited	Number of Visits in the Residence	Percent Visited in Residence
	N	N	N	%	N	%
Under 1						
1 - 2						
3 - 5						
6 - 10						
11 - 15	1	12	12	100.0	5	41.7
16 - 17	1	12	12	100.0	5	41.7
Total	2	24	24	100.0	10	41.7

CWS/CMS 2013 Q1 Data Extract Report <sup>45</sup>

Table 7 shows a 100% compliance rate for Social Worker visitation on a monthly basis for the period of April 2012 through March 2013. However, with Measure 2F replacing 2C, there are some changes to the required visitation of children by Social Workers:

- At least 51% of the face to face contacts must occur in the child’s placement;
- The national standard is 90% for all kids in care to receive a monthly face to face contact (this is anticipated to go up to 95% in 2015);
- While measures 2C and 2F are similar, measure 2F has penalties attached for noncompliance; the severity of these penalties are still to be determined.

Table 7 shows 100% compliance for face to face visits; it also shows that 41.7% of the children were visited in the residence. While this percentage is 9.3% below the federal minimum standard, Mono County CWS has taken the following steps to ensure future compliance with measure 2F:

<sup>45</sup> Needell, B., et.al. (2013). *Child Welfare Services Reports for California*. Retrieved 9/4/2013, from University of California at Berkeley Center for Social Services Research website. URL: <[http://cssr.berkeley.edu/ucb\\_childwelfare](http://cssr.berkeley.edu/ucb_childwelfare)>

- Future visits are primarily held in the family home (biological and foster) and at times convenient for children and both biological and foster parents;
- Facilitating the safety needs for visitation between family members and foster parents when children are placed outside the home, and the visit is to take place in the child's residence; and
- CWS will continue to update child visitation policy in the Mono County CWS Policy and Procedure Manual.

Since the last SIP from October 2010 through September 2012, timely Social Worker visits with children (month 1, 2, and 3) have varied greatly:<sup>46</sup>

- For the three months following the SIP in 2010, the overall compliance rate was 84.8%;
  - There were no months with a 100% compliance rate.
- For 2011, three months had 100% compliance rates and one month had a compliance rate of 68.2%;
  - Overall the compliance rate for 2011 was 88.34%.
- For January 2012 through March 2013, the timely Social Worker home rate with children was 100% for every month.

Since the 2010 SIP, CWS has had an overall face to face compliance rate from 84.8% for 2010 and 88.34% for 2011. However, since November 2011 and through March 2013, Mono County CWS has maintained a 100% general face to face monthly home visit compliance rate. The CWS/CMS 2012 Quarter 3 Data Extract Report shows no visits for the one probation youth with Ward status. This is a data entry error, which has since been corrected with the collaboration of CWS and Probation to ensure these visits are entered in a timely manner.

#### 4A Sibling Placements

Sibling Placements: Although Mono County makes every effort to place all siblings together, it is difficult to find a single placement that can accommodate large sibling groups, especially with the lack of available long term foster homes in our county; therefore, it becomes necessary to split sibling groups. Determining which siblings are placed together depends upon many factors – availability of foster homes, age, gender, and bond.

Mono County considers all identified relatives and NREFMS. Rarely can relatives/NREFMs accommodate large sibling groups. Every effort is made to ensure that sibling relationships are maintained. If siblings have to be separated, visits between siblings are arranged. Sometimes issues such as time of placements, acting out issues between siblings and other psychological issues prevent siblings from being placed together.

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<sup>46</sup> CWS/CMS Q1 2013 Q1 Data Extract Report

## 4B Least Restrictive Placements

Least Restrictive Placements: Mono County's goal is to place children in the least restrictive environment. Initially every effort is made to place children with relatives, NREFMs, or foster homes; however, some of these initial placements do not work because they are out of county. Placement in the least restrictive environment is influenced by the lack of placement resources in Mono County.

Recent in-house concurrent planning training for Mono County Social Workers is helping placements in the least restrictive environments by identifying alternatives to the families in the shared family/Social Worker case planning process. Implementation of a formal family finding program would also be helpful in placing the children in the least restrictive environment and optimistically reducing the child's time in a placement setting. Due to confidentiality and the very low number of placements and sibling placements, the number of these placements is withheld.<sup>47</sup> The current circumstances of the sibling placements and least restrictive placements have not changed since the CWS/CMS 2012 Quarter 3 Data Extract Report, and again because of the very low number of placements and sibling placements, the number of these placements is withheld.<sup>48</sup>

## 4E Rate of ICWA Placement Preferences

This measure examines the placement status of Indian Welfare Act eligible children [4E(1)] and children with primary or mixed (multi) ethnicity of American Indian [4E(2)]. Indian Child Welfare Act (ICWA) requirements are followed by Mono County whenever a Native American child is taken into protective custody. Mono County Child Welfare Policy and Procedure details the explicit policy when an Indian child is detained and/or a dependency petition is filed:<sup>49</sup>

- A. Membership in the tribe that the Indian child is a member eligibility is determined;
- B. Immediately contact the appropriate tribal council of each tribe in which the Indian child is a member;
- C. If the child is known to be Indian but the names or locations of one or more of the tribes is not known immediately call the BIA of one of the tribes where the Indian child is suspected of being a member.

Mono County Child Welfare has not had an ICWA placement since October of 2003.<sup>50</sup> Mono County continues to try to get an ICWA representative involved in CWS pre-detention and/or prevention activities. This is achieved by involvement of ICWA, CWS and Probation in the joint development of Policy and Procedures, ICWA representatives being invited and attending CWS/Probation trainings, ICWA representatives being invited and attending CWS/Probation CWS and

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<sup>47</sup> Mono County 2013 CSA p.59-60

<sup>48</sup> CWS/CMS 2013 Q1 Data Extract Report

<sup>49</sup> Mono County Policy and Procedure 119

<sup>50</sup> CWS/CMS 2012 Quarter 3 Data Extract Report

Probation policy and case meetings, and enhanced communication /collaboration through regular contact.<sup>51</sup> The July 2013, Q1 2013 CWS Data Extract Report shows no additional ICWA placements since the CWS/CMS 2012 Quarter 3 Data Extract Report.<sup>52</sup>

### 5B Timely Health Exams

It is the policy of Mono County Child Welfare Services that children, over the age of three (3) years, who are taken into protective custody and are not in need of emergency medical care, do not require an immediate forensic examination, have no complex medical needs, and are not under the care of a current established medical provider, may be scheduled for a health screening through the Mono County Health Department, (the health examination must be completed within 30 days of detention).<sup>53</sup>

The Public Health Nurse and the social worker will consult on any concerns regarding the child's health. The Public Health Nurse will document the child's Health History and the results of the examination in CWS/CMS. Since the last SIP (November 2010 and September 2012) Mono County Child Welfare has been 100% compliant for seven quarters for Health Examinations for Newly Detained Foster Children; there was only one month (October 2010) with a 50% compliance rate.<sup>54</sup> This 100% compliance rate has continued through the July 2013, Q1 2013 CWS Data Extract Report.<sup>55</sup>

### 8A Children Transitioning to Self-Sufficient Adulthood

This measure reflects the percent of foster children eligible for Independent Living Services who receive appropriate education and training, and/or achieve employment or economic self-sufficiency. This measure includes data regarding youths, ages 16 through 20, who receive services from the Independent Living Foster Care Program.

Child Welfare Services: The Mono County Child Welfare Services Supervisor II is the ILP County Coordinator. ILP meetings are held monthly for Child Welfare with Probation invited to those meetings. During 2011/2012/2013 CWS has been working with four CWS youth to prepare them for self-sufficiency in adulthood.

- All four have either graduated from high school or received their GED.
- Three are living on their own within the community; and
- Two youth are currently or have attended on-line college.

Because Mono County foster youth are most often placed out of county, emancipated foster youth often receive ILP services in the county of their

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<sup>51</sup> Mono County 2013 CSA p.60

<sup>52</sup> CWS/CMS Q1 2013 Q1 Data Extract Report

<sup>53</sup> Mono County Policy and Procedure 114

<sup>54</sup> CWS/CMS 2012 Quarter 3 Data Extract Report

<sup>55</sup> CWS/CMS 2013 Quarter 1 Data Extract Report

placement. Mono County has limited services for foster and emancipated youth, which is why the focus topic for Probation's 2010 PQCR/SIP was transition to self-sufficient adulthood.

Probation: Measure 8 (state measure) Transition to Self-Sufficient Adulthood.

The importance of youth's transition to self-sufficient adulthood is evident in the number of youth on probation who eventually enter the adult justice system. Although many youth are successful while in placement, many enter the adult court, often shortly after turning 18. These youth continue to struggle with alcohol or drug use. This issue is compounded by the fact that it is very difficult for small counties to access vendors or ILP services for youth simply because the number of youth on probation is so minimal when compared to the larger counties. This weakness will be addressed through probation and behavioral health co-facilitated evidence-based practice groups (moral reconnection therapy, anger replacement therapy, and cognitive behavioral journaling). Each youth's needs will be determined collaboratively between Social Services, Behavioral Health, and Probation. Because youth have different needs or skills to be developed, each will be assessed for ILP services (e.g., daily living skills, self-esteem, safety, decision making, education or post-graduate education, etc.). It is also very important that interagency collaboration be brought to the table when considering the challenges and strategies in a child welfare intervention. Don Cray states that "you bring powerful people to the table and they will push the system to change."<sup>56</sup> Interagency collaboration is "the process of agencies and families joining together for the purpose of interdependent problem solving that focuses on improving services to children and families."<sup>57</sup>

For the 2010 SIP, Mono County Probation focused on the transition to self-sufficient adulthood in the hopes of clearly mapping both the strengths and challenges of the current supports offered to youth, so as to elicit clear direction on how to make improvements. During the 2013 Peer Quality Case Reviews, Mono County Probation decided to emphasize their outcome strategies on Exits to Permanency & Transition to Adulthood.<sup>58</sup> Mono County Probation has recently been fully staffed and plans to give priority importance to the outcome measure, Youth's Transition to Self-Sufficient Adulthood.

In 2011, California initiated an interest in evidence-based practices. For juveniles, only recently has a validated and reliable instrument been introduced for risk and need (2013). The number of probationers has increased, where the average caseload is 27-30, along with those youth in group homes. To ensure youth are

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<sup>56</sup> Walsh, J. (1999). *The Eye of the Storm: Ten Years on the Front Lines of New Futures: an Interview with Otis Johnson and Don Cray*. Baltimore, M.D: Annie E. Casey Foundation.

<sup>57</sup> Hodges, S., et. al. (1999). *Promising Practices: Building Collaboration in systems of Care, Vol. VI. (Systems of Care Promising Practices in Mental Health, 1998 Series)*. Washington, D.C: Center for Effective Collaboration and Practice, American Institutes for Research.

<sup>58</sup> Mono 2013 CSA

receiving those necessary services, independent tools would be employed so as to ensure treatment and services were appropriate. In light of this paradigm shift, Mono County Probation recognized more work was needed in transition and permanency. Further, the demographic elements of Mono County were shifting, therefore necessitating cultural sensitivity and applying strength-based methods. Mono County has seen an increase in the Hispanic population, as well as youth who are undocumented. Roughly 50% of the High School population is Hispanic at Mammoth High School, Mono County's largest High School. Two deputy probation officers are county-recognized interpreters and both carry a juvenile caseload. Using EBP journaling in Spanish and other EBP programs provide a better methodology for those who are ESL.

In response to this change, the organizational structure was changed so as to create a unified juvenile team comprised of a Deputy Probation (DPO) III and two DPO II's. The additional staff and structure allowed for more focus and involvement as well as lack of outside vendors in the communities. Further, these action steps will be implemented into the Mono County Strategic Plan. Mono County Probation will continue to research promising practices for use with youth transitioning to adulthood. Of paramount importance is the creation of a safety net (includes both traditional ILP services and supportive relationships with adults) for youth who have been in an out-of-county placement and are returning home to Mono County. Clearly, Probation believes they could improve in this area.<sup>59</sup>

AB12 and 241.1 WIC Extended Foster Care: AB12 allows eligible 18 year olds in foster care to remain in foster care up to age 19 years. Starting January 1, 2013, foster youth can remain in foster care up to age 20; starting January 1, 2014, up to age 21, contingent upon budget appropriation by the state legislature. Youth over age 18 in Foster Care are designated as "non-minor" dependents (NMD). Currently Mono County has no participants in the extended foster care program; however, Mono County Policy and Procedure are being developed to facilitate the implementation of 241.1 WIC.

Mono County CWS and Probation will attend additional state training on AB12/241.1 WIC when possible. Mono County Policy and Procedures will continue to be updated through All County Letters as necessary.

#### A. Summary Review Findings

During the analysis of outcomes for the CSA and the completion of the peer review, specific outcome measures and systemic factors were selected for Child Welfare and Probation to work on for the 2013 Mono County Child Welfare and Probation System Improvement Plan:

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<sup>59</sup> Mono 2013 CSA

- The Child Welfare Focus Area is Reunification Composite Measure C1. Improve and enhance systemic factors related to reunification of children with their families.
- The Probation Focus Area was Exits to Permanency & Transition to Adulthood.

In preparation for the SIP, public and private agencies, schools, tribes and all Mono County CSA/SIP Core Representatives were again contacted in March 2013 to elicit their comments and suggestions regarding the above two outcome measures that were chosen for the 2013 SIP. Additional comments, suggestions, or information regarding services and needs of Mono County Children were also invited as well.

1. Child Welfare Services and Probation will continue to offer the current services in Mono County, which are recognized by the community as CWS and Probation's most effective services:
  - Multi Agency Collaborative Wraparound services;
  - Family Meetings during and after the case planning process;
  - Sibling contact/visitation facilitated by the Probation Officer or CWS Social Worker;
  - Therapeutic/Clinical work to resolve underlying problems with families and children;
  - Timely responses by Social Workers enhances services provided by service providers for children;
  - The Probation Department responding in an appropriate and timely manner to the concerns that have been raised by the Indian Colony; and
  - Immediate and timely responsiveness of CWS and Probation to the initial problem, and working together towards problem resolution.
  
2. The Child Welfare Focus Area is Reunification Composite Measure C1. Improve and enhance systemic factors related to reunification of children with their families:
  - Strengthen Administrative and Social Worker Practices;
  - Improve Family Finding methods;
  - Enhance Reunification System Factors through Collaboration with County and Community Partners;
  - Improve and Enhance Social Worker Practices and Community Resources Regarding Parent-Child Interaction/Visitation;
  - Implement Safety-Organized Practice (SOP) within CWS Practice; and
  - Increase the number of Foster Family Homes in Mono County.

3. The Probation Focus Area was Exits to Permanency & Transition to Adulthood.

- Family and Permanency Strategy. Develop a permanency connection with a supportive adult;
- Use Wraparound services to support Strategies and activities of ILP plan;
- Identify Family, Shared Living Arrangements, and Independent Living Options;
- Complete the course requirements for high school graduation and enroll in post-secondary education (when applicable);
- Remove Barriers to Employment; and
- Participate in Behavioral Health Treatment.

All of the above information was gathered from the University of California, Berkeley 2013 System Summary Reports; the Child Welfare and Probation Self-Assessments; CSA/SIP Core Representatives; the Safe Families Strengthening Families Assessment; ICWA representative; and CWS/Probation subcontractors. Additionally, interviews were conducted with the Director of DSS, DSS Program Manager, Social Worker Supervisor II, Chief of Probation, Director of Behavioral Health, Social Workers, Probation Officer(s), and community organizations for the purpose of gathering CWS/Probation improvement recommendations.

#### IV. State and Federally Mandated Child Welfare/Probation Initiatives

Currently, Mono County Child Welfare or Probation is not participating in any State or Federal Initiatives, such as:

- Title IV-E Child Welfare Waiver Demonstration Capped Allocation Project (CAP);
- The California Partners for Permanency (CAPP) Grant; or
- The Fostering Connections After 18 Program.

Mono County foster youth are provided CDSS print outs of the After 18 Program that explain the program and what it can provide, along with what commitments the youth need to make in order to stay in the program. The youth are coached about the program during the months leading up to their seventeenth birthday. There is also a monthly ILP meeting, where information about the After 18 program is provided and discussed with participants. Since Mono County has a very small population of foster youth, they are able to personalize the dissemination of information to each individual, as appropriate. In addition, information can be discussed with youth and they can ask questions at their monthly face-to-face meetings with their social worker. Social workers are available to youth by telephone as well.

Mono County is a very large county geographically, but has the third smallest population in the State, with just over 14,000 residents.<sup>60</sup> The county consistently has one of the smallest CWS or Probation caseloads in the State. Mono County has found that there is a very low incidence of need to necessitate participation in these types of initiatives. Additionally, staff recruitment has and continues to be a challenge for the county. As of February 2014, CWS will be fully staffed for the first time in many years.

Mono County Behavioral Health and Child Welfare Services have been working on preparatory measures regarding the *Katie A. v. Bontá* lawsuit to provide the required behavioral health services to CWS children. Those services are specifically oriented to establishing collaboration and Wraparound Services for all CWS children, with a specific Wraparound Services two day on-site training held for CWS, Behavioral Health, and Probation in January of 2013.<sup>61</sup>

The next step in the development of behavioral health services was the development of a policy and procedure process to ensure every CWS child receives behavioral health screening and appropriate services as needed. After review by Mono County Counsel, Mono County Child Welfare Services and Behavioral Health Department will co-lead this process to better communicate the initial services needed by CWS children, to gain a better understanding of each child's needs, and to establish better information flow between CWS and Mono County Behavioral Health.

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<sup>60</sup> <http://quickfacts.census.gov/qfd/states/06/06051.html>

<sup>61</sup> Mono County CSA 2013 p.28-29

## 5 – Year SIP Chart

### CWS

**Priority Outcome Measure or Systemic Factor:** Reunification Composite Measure C1.

**National Standard:** N/A

**Current Performance:** N/A

**Target Improvement Goal:** Improve and enhance systemic factors related to reunification of children with their families.

### Probation

**Priority Outcome Measure or Systemic Factor:** Implement Exit to Permanency and Transition to Adulthood Strategies.

**National Standard:** N/A

**Current Performance:** 0% of cases. Currently there are inconsistencies within this area.

**Target Improvement Goal:** Improve services in the transitional plan for every youth exiting placement to permanency and transitioning into adulthood. 80% of all cases will be provided consistent services leading to successful transitions of youth to adulthood.

- The department will then build strategies and action steps to include education, employment, housing services, permanent connections, medical insurance.

A. Action Steps Chart

<b>Strategy 1: CWS</b> Strengthen Administrative and Social Worker Practices.	<input type="checkbox"/> CAPIT:	<b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b> Reunification Composite Measure C1. Timely Social Worker Visits with Child 2C.
	<input type="checkbox"/> CBCAP:	
	<input type="checkbox"/> PSSF:	
	<input checked="" type="checkbox"/> N/A:	
<b>Action Steps:</b>	<b>Timeframe:</b>	<b>Person Responsible:</b>
<b>A.</b> Conduct quarterly reviews of CWS data, using reports generated from the SafeMeasures program.	February 2014 – October 2018	CWS Director/Social Worker Supervisor
<b>B.</b> Use findings from quarterly SafeMeasures reviews to identify and address CWS/CMS system training needs.	March 2014 and on-going	Social Worker Supervisor
<b>C.</b> Use findings from quarterly SafeMeasures reviews to identify and address training needs related to SW monthly contacts with children in family reunification, family maintenance, emergency response, and permanency placement.	March 2014 and on-going through October 2018	Social Worker Supervisor
<b>D.</b> Conduct yearly Social Worker staff needs assessment to determine gaps in knowledge and practice. Use SafeMeasures 12 month data report to help assess these needs.	July 30, 2014 and annually thereafter, through 2018	Social Worker Supervisor

<p><b>E.</b> Mono County Social Services Training Coordinator will arrange training to address needs identified in Action Step D above.</p>	<p>August 2014 and annually thereafter through 2018</p>	<p>CWS Director/Social Worker Supervisor /Training Coordinator</p>
<p><b>F.</b> Evaluate effectiveness of SafeMeasures Quarterly Reviews Strategy. Determine whether this method allows for the identification of gaps in Social Worker knowledge, practice, and training needs, and whether the appropriate follow through is initiated and completed.</p>	<p>July 2015 – October 2018</p>	<p>CWS Director/Social Worker Supervisor /Training Coordinator</p>
<p><b>G.</b> If Strategy is determined to not meet stated goals, research and identify an alternative strategy to achieve goal and implement.</p>	<p>August 30, 2016 – September 30, 2017</p>	<p>CWS Director/Social Worker Supervisor /Training Coordinator</p>
<p><b>H.</b> Explore the creation of a Program Integrity staff position within CWS staffing structure responsible for quality assurance, in an effort to strengthen administrative practices and data reporting.</p>	<p>July 2015 – July 2016</p>	<p>CWS Director/Social Worker Supervisor</p>
<p><b>I.</b> Independent Living Program Social Worker to create resource manual to help ensure youth receive an array of support services (life skills training, advocacy, mentoring, education and career development, health and safety and financial resources).</p>	<p>March 2014 - October 2018</p>	<p>Social Worker Supervisor</p>

<b>Strategy 2: CWS</b> Improve Family Finding methods.	<input type="checkbox"/> CAPIT:	<b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b>  Reunification Composite Measure C1.
	<input type="checkbox"/> CBCAP:	
	<input type="checkbox"/> PSSF:	
	<input checked="" type="checkbox"/> N/A:	
<b>Action Steps:</b>	<b>Timeframe:</b>	<b>Person Responsible:</b>
<b>A.</b> Research available Family Finding Tools to be used to locate and connect with family members of foster children.	October 2014 - March 2015	Social Worker Supervisor
<b>B.</b> Evaluate the effects of tool on creating permanency for out-of-home placements.	March 2015 – May 2015	Social Worker Supervisor
<b>C.</b> If applicable, purchase Family Finding Tool and provide training for Child Welfare Services staff.	August 2015 – September 2016	CWS Director/ Social Worker Supervisor
<b>D.</b> Implement fully the Family Finding and Engagement Program.	October 2016 – October 2018	CWS Director/ Social Worker Supervisor
<b>E.</b> Assess effectiveness of Family Finding and Engagement Program, and make programmatic adjustments as needed.	July 2018 – October 2018	CWS Director/ Social Worker Supervisor

<b>Strategy 3: CWS</b> Enhance Reunification System Factors through Collaboration with County and Community Partners.	<input checked="" type="checkbox"/> CAPIT:	<b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b>  Reunification Composite Measure C1.
	<input checked="" type="checkbox"/> CBCAP:	
	<input checked="" type="checkbox"/> PSSF:	
	<input type="checkbox"/> N/A:	
<b>Action Steps:</b>	<b>Timeframe:</b>	<b>Person Responsible:</b>
<b>A.</b> Explore and determine desired outcomes of implementing Differential Response Paths.	March 2014 – June 2014	Social Worker Supervisor /CWS Director/Staff Services Analyst
<b>B.</b> Identify Community Partner to participate in Differential Response with CWS.	March 2014 – June 2014	Social Worker Supervisor /CWS Director
<b>C.</b> Determine whether partnering to implement Differential Response is feasible and has likely potential to achieve desired outcomes.	June 2014 – February 2015	Social Worker Supervisor /CWS Director/CWS Staff/Community Partner
<b>D.</b> Create a Differential Response Implementation Plan, based on results of Action Step C.	December 2014 – May 2015	Social Worker Supervisor /CWS Director/Community Partner
<b>E.</b> Create an Agreement between Agencies and forward to Board of Supervisors for approval, based on results of Action Step C.	June 2015 – December 2015	Social Worker Supervisor /CWS Director/Community Partner
<b>F.</b> Phase in full implementation of Differential Response, based on results of Action Step C.	December 2015 – September 2018	Social Worker Supervisor /CWS Director/Community Partner

<b>Strategy 4: CWS</b> Improve and Enhance Social Worker practices and Community Resources regarding parent-child interaction/visitation by developing new resources and supports.	<input type="checkbox"/> CAPIT:	<b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b>  Reunification Composite Measure C1.
	<input type="checkbox"/> CBCAP:	
	<input type="checkbox"/> PSSF:	
	<input checked="" type="checkbox"/> N/A:	
<b>Action Steps:</b>	<b>Timeframe:</b>	<b>Person Responsible:</b>
<b>A.</b> Social Worker Supervisor will demonstrate to Social Workers the effectiveness of graduated visitation (decreasing supervision as case progresses).	July 2014 - October 2015	Social Worker Supervisor
<b>B.</b> Review Visitation policy and procedures to ensure they reflect best practices and make recommendations to revise.	July 2014 - October 2015	Social Worker Supervisor
<b>C.</b> Research and implement nationwide best practices for implementation of parent-child interaction/ visitation in Mono County.	October 2016 – October 2017	CWS Director/ Social Worker Supervisor
<b>D.</b> Evaluate effectiveness of other family team meetings, as described in Action Step C, and make programmatic modifications as needed.	October 2017 – October 2018	CWS Director/ Social Worker Supervisor

<p><b>Strategy 5: CWS</b>            Improve and Enhance Social Worker practices and Community Resources regarding parent-child interaction/visitation by increasing the number of Professional Supervised Visitation Providers in the County.</p>	<p><input checked="" type="checkbox"/> CAPIT:  <input checked="" type="checkbox"/> CBCAP:  <input checked="" type="checkbox"/> PSSF:  <input type="checkbox"/> N/A:</p>	<p><b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b>            Reunification Composite Measure C1.</p>	
<p><b>Action Steps:</b></p>		<p><b>Timeframe:</b></p>	<p><b>Person Responsible:</b></p>
<p><b>A.</b> Explore with prevention partners creation of a Professional Supervised Visitation Provider program for families at-risk, as well as those with open CPS cases. Use CAPIT, CBCAP, and PSSF funds to do so.</p>	<p>March 2014 – May 2014</p>	<p>CWS Director/ Social Worker Supervisor</p>	
<p><b>B.</b> In partnership with prevention partners, facilitate training on becoming a professional provider of supervised visitation. Make training available to agency staff and community members.</p>	<p>March 2014 – July 2014</p>	<p>CWS Director/ Social Worker Supervisor</p>	
<p><b>C.</b> Provide support for the creation of a cadre of professional supervised visitation providers in Mono County (currently there are no professional supervised visitation providers in the Mono County).</p>	<p>March 2014 – October 2015</p>	<p>CWS Director/ Social Worker Supervisor</p>	

<b>Strategy 6: CWS</b> Implement Safety-Organized Practice (SOP) within CWS Practice.	<input type="checkbox"/> CAPIT: <input type="checkbox"/> CBCAP: <input type="checkbox"/> PSSF: <input checked="" type="checkbox"/> N/A:		<b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b> Reunification Composite Measure C1.
	Timeframe:		
<b>Action Steps:</b> <b>A.</b> CWS Staff Complete Safety-Organized Practice (SOP) Twelve Training Modules.	April 2013 – October 2015		Social Worker Supervisor
<b>B.</b> CWS Staff participate in ongoing Webinar's (overview, key skills, Safety mapping, and Structured Decision Making coaching).	October 2014 – October 2018		Social Worker Supervisor
<b>C.</b> Supervisor(s) attend Facilitative Supervision Training.	October 2015 – March 2016		Social Worker Supervisor
<b>D.</b> Assess SOP training and make implementation changes as necessary to maximize SOP outcome.	October 2015 – October 2017		CWS Director/ Social Worker Supervisor
<b>E.</b> Transfer Structured Decision Making and SOP learning strategies to social worker practice, as evidenced by consistent use of SOP tools, language, and supervision.	October 2015 – October 2018		Social Worker Supervisor
<b>F.</b> Evaluate implementation strategies. Ask: has practice changed? Can the change be correlated to an improved outcome?	October 2015 – October 2018		Social Worker Supervisor

<p><b>Strategy 7: CWS</b></p> <p>Increase the number of Foster Family Homes in Mono County.</p>	<p><input checked="" type="checkbox"/> CAPIT:</p> <p><input checked="" type="checkbox"/> CBCAP:</p> <p><input checked="" type="checkbox"/> PSSF:</p> <p><input type="checkbox"/> N/A:</p>	<p><b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b></p> <p>Reunification Composite Measure C1. Adoption Composite Measure C2.</p>
<p><b>Action Steps:</b></p>		
<p><b>A.</b> Partner with the Child Abuse Prevention Council and other community partners to recruit foster parents, using the following techniques:</p> <ol style="list-style-type: none"> <li>1. Radio – Informational Interviews</li> <li>2. Email - to all county and town contacts, churches, schools, tribes and local agencies.</li> <li>3. Flyers posted in high traffic areas in the town where Foster Parent Orientation meetings are held.</li> <li>4. Foster Parent Orientation meeting information posted on County website and calendar.</li> <li>5. Local Newspaper Community Calendars.</li> <li>6. Before Foster Parent Orientation meetings– Public Service Announcements with local radio stations.</li> <li>7. Work with local print media to promote foster family recruitment.</li> </ol>	<p><b>Timeframe:</b></p> <p>October 2013 – October 2018</p>	<p><b>Person Responsible:</b></p> <p>Staff Services Analyst/Social Worker Supervisor</p>

<p><b>B.</b> Partner with Community Partners to recruit foster parents, using the following strategies:</p> <ol style="list-style-type: none"> <li>1. Attend Service Club Meetings: i.e. Rotary, Lions Club, Women’s Club, etc.</li> <li>2. Provide information on Foster Parenting and available supports to local religious organizations throughout County.</li> </ol>	<p>November 2013 – October 2018</p>	<p>Staff Services Analyst / CWS Director</p>
<p><b>C.</b> Conduct quarterly conference calls with Fresno Community Care Licensing on foster/adopt recruitment strategies and to ensure identification of both in-county and out-of-county prospective foster/adopt families.</p>	<p>April 2014 – October 2018</p>	<p>Social Worker Supervisor /Staff Services Analyst / CWS Director</p>

<b>Strategy 8: Probation</b> Develop a measurable transition and permanency process.	<input type="checkbox"/> CAPIT: <input type="checkbox"/> CBCAP: <input type="checkbox"/> PSSF: <input checked="" type="checkbox"/> N/A:	<b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b> Exit to permanency and transition to adulthood	
<b>Action Steps:</b>		<b>Person Responsible:</b>	
<b>A.</b> Identify a committee consisting of probation, child welfare, social services, behavioral health to identify evidence-based best practices for transition and permanency.	Completed by end of December 2014		Juvenile Lead Probation Officer
<b>B.</b> Placement officer attends placement academy.	Completed by end of January 2014		Placement Officer
<b>C.</b> Committee researches and publishes a report identifying evidence-based best practices and viability in our county.	Completed by end of June 2015		Juvenile Lead Probation Officer
<b>D.</b> A measurement tool is developed ensuring all actions and measurable dates of compliance.	Completed by end of September 2015		Juvenile Lead Probation Officer
<b>E.</b> The measurement tool is incorporated into the policy and procedure (see strategy 9).	Completed by end of June 2012		Chief of Probation
<b>F.</b> Measurement tool will be evaluated for effectiveness using statistical model.	Completed by end of January 2017		Chief of Probation

<b>Strategy 9: Probation</b> Development of policy and procedure for transitioning youth and permanency.	<input type="checkbox"/> CAPIT: <input type="checkbox"/> CBCAP: <input type="checkbox"/> PSSF: <input checked="" type="checkbox"/> N/A:	<b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b> Exit to permanency and transition to adulthood
<b>Action Steps:</b>		<b>Person Responsible:</b>
<b>A.</b> Research similar counties' written Officer doctrine and pattern and practices.	Completed by end of January 2015	Juvenile Lead Probation Officer
<b>B.</b> Prepare draft policy and procedure incorporating collected information and best practices.	Completed by end of July 2015	Juvenile Lead Probation Officer
<b>C.</b> Draft reviewed by those departments cited in Strategy 8A, page 55.	Completed by end of March 2016	Juvenile Lead Probation Officer
<b>D.</b> Final procedure prepared and submitted to Chief of Probation.	Completed by end of June 2016	Juvenile Lead Probation Officer
<b>E.</b> Procedure signed and implemented.	Completed by end of September 2016	Chief of Probation
<b>F.</b> In-house training for juvenile staff.	Completed by end of December 2016	Juvenile Lead Probation Officer
<b>G.</b> Review of compliance procedure (quarterly).	Completed by end of March 2017	Juvenile Lead Probation Officer
<b>H.</b> Report of compliance with procedure completed and submitted to Chief-memo.	Completed by end of April 2017	Juvenile Lead Probation Officer
<b>I.</b> Plan for any corrections or amendments prepared and executed.	Completed by end of November 2017 and quarterly thereafter	Juvenile Lead Probation Officer/Chief of Probation

<p><b>Strategy 10: Probation</b> Implement Wrap around process consistently.</p>	<input type="checkbox"/> CAPIT: <input type="checkbox"/> CBCAP: <input type="checkbox"/> PSSF: <input checked="" type="checkbox"/> N/A:	<p><b>Applicable Outcome Measure(s) and/or Systemic Factor(s):</b> Exit to permanency and transition to adulthood</p>
<p><b>Action Steps:</b></p>		<p><b>Person Responsible:</b></p>
<p><b>A.</b> Wrap around Executive Board reviews Probation policy and procedures and/or any other written doctrine or directives.</p>	<p>Completed by end of May 2016</p>	<p>Chief of Probation and Partner Agency Directors</p>
<p><b>B.</b> An internal measurement tool is designed ensuring compliance with Wrap around philosophy and steps are addressed with elements of AB12 included.</p>	<p>Completed by end of May 2017</p>	<p>Chief of Probation and Partner Agency Directors</p>
<p><b>C.</b> Wrap Executive Committee meets bi-annually to ensure compliance with procedures.</p>	<p>Completed by end of January 2018</p>	<p>Chief of Probation and Partner Agency Directors</p>

## SIP Planning Team

Organization	Name
Mono County Social Services	Kathryn Peterson, Director
Mono County Probation	Dr. Karin Humiston, Chief
Mono County Child Welfare Services	Alex Ellis, Social Worker Supervisor II
Mono County Child Welfare Services	Marlo Preis, Staff Services Analyst
Community Service Solutions (local non-profit)	Carolyn Williams, Executive Director
Family member associated with Mono County CWS/Probation recipient	Name withheld for privacy
California Department of Social Services, Outcomes and Accountability	Joti Bolina, Social Service Consultant
California Department of Social Services, Office of Child Abuse Prevention	Irma Munoz, Social Service Consultant

## SIP Core Participants

Organization	Name
Mono County Probation	Dr. Karin Humiston, Chief
CAPC and Husky Club	Barbara Miller, Chair
First 5 Mono County Commission	Kathy Peterson, Former Executive Director
Wild Iris and CASA	Susie Bains, Director
Mono County Office of Education	Stacy Adler, Superintendent
Mammoth Unified School District	Rich Boccia, Former Superintendent
IMACA	Robyn Wisdom, Director
Mono County Behavioral Health	Robin Roberts, Director
Mono County Public Health	Lynda Salcido, Director
Foster Parent	Carolyn Balliet

<b>County Counsel of Mono County</b>	<b>Stacey Simon, County Counsel</b>
<b>Mono County Sheriff's Office</b>	<b>Rick Scholl, Sheriff</b>
<b>Mammoth Lakes Police Department</b>	<b>Dan Watson, Chief</b>
<b>Eastern Sierra Unified School District</b>	<b>Don Clark, Superintendent</b>
<b>Mammoth Hospital</b>	<b>Natalie Sanders, RN/Social Worker</b>
<b>Benton Reservation</b>	<b>Adora Saulque</b>
<b>Bridgeport Indian Colony</b>	<b>John Glazier, Chief</b>
<b>Superior Court of California, County of Mono</b>	<b>Honorable Stan Eller, Presiding Judge</b>
<b>Superior Court of California, County of Mono</b>	<b>Honorable Mark Magit, Judge</b>
<b>Mono County Office of the District Attorney</b>	<b>David Hammon, Independent Public Defender</b>
<b>Mono County Office of the District Attorney</b>	<b>Gerry Mohun, Independent Public Defender</b>

**CAPIT**  
**Program and Evaluation Description**

<b>Program Description</b>	<b>Program Name</b>	Parenting Education and Co-Parenting Education
	<b>Service Provider</b>	Wild Iris
	<b>Program Description</b>	<p><b>1. Parenting Education Classes</b> Parenting classes are to be provided to families identified as high risk. Such parenting program shall provide culturally competent and appropriate services to address child behavior and discipline issues as well as increase parental confidence. Such classes will be structured in a six (6) week series using the curriculum identified as <i>Active Parenting Now</i>.</p> <p><b>2. Co-Parenting Education Classes</b> The focus of the Co-Parenting classes shall be to reduce conflict and strengthen families with the goal of reducing abuse and neglect in families experiencing divorce or separation, and other familial stressors. The Co-Parenting Class shall consist of an eight (8) week series using the curriculum <i>Cooperative Parenting and Divorce</i>.</p> <p>Community outreach to educate the community on the program and services is provided. Wild Iris will adjustment services and program delivery in response to participant and community needs, as appropriate. All programs are culturally competent and appropriate, and offered in English and Spanish. NOTE: As this SIP is being written, Wild Iris is also considering the use of CAPIT funds to provide supervised visitation.</p>
	<b>OCAP Funding Source(s)</b>	CAPIT
	<b>Identified Priority Need Outlined in CSA</b>	The program meets the CSA-identified need (page 47) for more parent partner work with families with frequent contact. CAPIT funding in fiscal year 2012/2013 supports the <i>Parenting Partners</i> Home Visiting Program, as well as Parenting and Co-Parenting classes. CAPIT Services provide preventative services for the general public as well as clients referred via DR, VFM, Court Ordered FM, and FR. With CAPIT funding, families in Mono County receive services which would not be available otherwise. These services assist families in resolving parenting issues and prevent further involvement in CWS. (Page 25 of the CSA)

	<b>Target Population</b>	Isolated families in Mono County with children at greatest risk, including those being served by CWS.
	<b>Target Geographic Area</b>	All areas of Mono County
	<b>Timeline</b>	Fiscal Years 2013-14 through 2014-15. Contracts may be modified and extended after this time period, with Board of Supervisors approval. This current contract is awarded for a two-year period.
<b>Evaluation</b>	<b>Program Outcome(s)</b>	<p>In addition to monitoring recurring attendance, Wild Iris will measure outcome by providing program logs with the count of parents reached, their age, gender, ethnicity and disability if applicable. A pre and post assessment of parenting knowledge and skill will also be provided.</p> <p>Monitoring data will be provided to grantor on a quarterly basis which will include:</p> <ul style="list-style-type: none"> <li>• Target population served</li> <li>• Number of clients served, in person contacts, phone calls, mailing and website contact</li> <li>• Services provided</li> <li>• Culturally competent services provided</li> <li>• Number of bi-lingual services provided</li> <li>• Data supporting the effectiveness of service being provided</li> <li>• Customer satisfaction</li> </ul>
	<b>Quality Assurance (QA) Methods/Tracking Tools</b>	Quarterly reports due by the provider will be reviewed and technical assistance will be provided as needed by the County CAPIT/CBCAP/PSSF Liaison, CWS staff, and Staff Services Analyst. Quarterly reports data yielding client satisfaction survey data will be reviewed, along with other indicators of program progress and success. Additionally, the Liaison and CWS staff will attend SIP Planning, Implementation, and Evaluation meetings.
	<b>Client Satisfaction</b>	The most effective way to measure the success of the group process (and client satisfaction) is simply by the voluntary return of its participants. Also, anecdotal data from participants will be gathered.

PSSF

Program and Evaluation Description

Program Description	Program Name	Promoting Safe and Stable Families
	Service Provider	Wild Iris
	Program Description	<p>The PSSF funding is used to support services to strengthen parental relationships and promote healthy marriages, to improve parenting skills and increase relationship skills within the family to prevent child abuse and neglect, while also promoting timely family reunification when children must be separated from their parents for their own safety.</p> <p>Wild Iris works collaboratively with CWS to identify families for whom services within each of the four designated service components may be most appropriate. These services may include, and are not limited to, the following:</p> <ul style="list-style-type: none"> <li>▪ Individual and Family counseling and support groups</li> <li>▪ Adoptive/Foster Parent Recruitment</li> <li>▪ Mentoring Services</li> <li>▪ Case Management activities</li> <li>▪ Housing Services and Concrete Supports (rental assistance, transitional housing, transportation, utility assistance, clothing, food, furniture, etc.)</li> <li>▪ Referral services.</li> <li>▪ NOTE: As this SIP is being written, Wild Iris is also considering the use of PSSF funds to provide supervised visitation.</li> </ul>
	OCAP Funding Source(s)	PSSF funds (Family Preservation; Family Support; Time-Limited Family Reunification; Adoption Promotion and Support).
	Identified Priority Need Outlined in CSA	<p>The program meets the CSA-identified need (page 64) for:</p> <ul style="list-style-type: none"> <li>• Mentoring and Parent Partnering</li> <li>• Foster and Adoptive Parent Licensing, Recruitment and Retention</li> </ul>
	Target Population	<p>Wild Iris works collaboratively with CWS to identify families for whom services within each of the four designated service components may be most appropriate, including families at-risk.</p> <p>Time-limited family reunification services are provided in order to facilitate the reunification of a child to his/her family, safely, appropriately and in a timely fashion, <b>but only during the 15-month period that begins on the date the child is considered to have entered foster care.</b></p>

	<b>Target Geographic Area</b>	All areas of Mono County
	<b>Timeline</b>	Fiscal Years 2013-14 through 2014-15. Contracts may be modified and extended after this time period, with Board of Supervisors approval. This current contract is awarded for a two-year period.
<b>Evaluation</b>	<b>Program Outcome(s)</b>	The primary goals of the Promoting Safe and Stable Families (PSSF) Program are to prevent the unnecessary separation of children from their families, improve the quality of care and services to children and their families, and ensure permanency for children by reuniting them with their parents, by adoption, or by another permanent living arrangement.
	<b>Quality Assurance (QA) Methods/Tracking Tools</b>	Quarterly reports due by the provider will be reviewed and technical assistance will be provided as needed by the County CAPIT/CBCAP/PSSF Liaison, CWS staff, and Staff Services Analyst. Quarterly reports data yielding client satisfaction survey data will be reviewed, along with other indicators of program progress and success. Additionally, the Liaison and CWS staff will attend SIP Planning, Implementation, and Evaluation meetings.
	<b>Client Satisfaction</b>	TBD

**CBCAP**  
**Program and Evaluation Description**

<b>Program Description</b>	<b>Program Name</b>	Mental Health Services
	<b>Service Provider</b>	Wild Iris
	<b>Program Description</b>	<p>These services seek to reduce the amount of mental illness and psychological problems that arise as a direct result of victimization from domestic violence, sexual assault and child abuse, by providing funds to assist victims who are in need of long term psychotherapy services due to the psychological harm incurred from past or current abuse. For these clients, receiving necessary long-term therapeutic services would otherwise not be possible without the financial resource provided by the CBCAP grant.</p> <p>Wild Iris uses a referral network of sixteen (16) credentialed mental health providers who can offer screening, comprehensive assessment, and treatment for victims of domestic violence, sexual assault and child abuse, including children, adolescents, adults and families. Of the sixteen (16) service providers, six (6) specifically address issues of domestic violence, sexual assault, child abuse, recovery from victimization, eating disorders, severe depression and substance abuse in their practices. This network of mental health providers include Marriage and Family Therapists (MFT), Marriage, Family and Child Counselors (MFCC), Licensed Clinical Social Workers (LCSW), and Licensed Psychologists (Ph. D). Offered in English and Spanish languages.</p> <p>Wild Iris uses an assessment to determine whether a client would benefit from long-term therapy, and enrolls qualifying clients in the therapy program. In addition, Wild Iris collaborates with Mono County Public Health and Mono County Mental Health in receiving and referring clients who are considered to be at risk for domestic violence, sexual assault or child abuse, who will benefit from long-term therapy.</p>
	<b>OCAP Funding Source(s)</b>	CBCAP funds
	<b>Identified Priority Need Outlined in CSA</b>	<p>The program meets the CSA-identified need (page 47) for continued/more Parent partner/mentor working with families with frequent contact.</p> <p>Additional needs identified by community-based service provider: During a twenty four (24) month period, forty percent of Wild Iris clients in Mono County indicated they wanted help with their mental health</p>

		issues, yet were unable to access those services because they a) do not have the funds to sustain the cost of long term mental health care, b) are uninsured or underinsured and/or c) do not qualify for public mental health and social services.
	<b>Target Population</b>	The target population to be served is Mono County residents who have been identified as adult or child victims and/or survivors of domestic violence, sexual assault and child abuse. Funds will also serve parents of youth, primarily between the ages of six (6) through fourteen (14), who are considered to be "at-risk" for domestic violence, sexual assault and child abuse.
	<b>Target Geographic Area</b>	All areas of Mono County
	<b>Timeline</b>	Fiscal Years 2013-14 through 2014-15. Contracts may be modified and extended after this time period, with Board of Supervisors approval. This current contract is awarded for a two-year period.
<b>Evaluation</b>	<b>Program Outcome(s)</b>	<p>At end of the prescribed length of therapy, a post evaluation is administered to assist in measuring factors of success based on: 1. improvement of client's coping skills, 2. client's ability to engage in their lives in a healthier way, 3. increased understanding of the cycle of violence and its triggers, 4. Ability to identify causes and triggers of their victimization that put client at risk for violence and abuse. Measures of success may also include self-care and self-sufficiency factors.</p> <p>While maintaining for some flexibility to serve as many as possible, at minimum, grant funds would serve clients for twenty three (23) weeks, providing 100% of costs. Factors that would adjust this figure to serve more clients include a shorter time of therapy services needed, or serving clients who have partial insurance or are able to partially cover costs.</p>
	<b>Quality Assurance (QA) Methods/Tracking Tools</b>	Quarterly reports due by the provider will be reviewed and technical assistance will be provided as needed by the County CAPIT/CBCAP/PSSF Liaison, CWS staff, and Staff Services Analyst. Quarterly reports data yielding client satisfaction survey data will be reviewed, along with other indicators of program progress and success. Additionally, the Liaison and CWS staff will attend SIP Planning, Implementation, and Evaluation meetings.
	<b>Client Satisfaction</b>	Clients receiving assistance with long-term mental health therapy are required to check in with Wild Iris staff on a monthly basis to self-report on their progress. Topics may include a general overview of progress, how the client is determining his or her success, whether the client feels that therapy is benefitting them, and whether they are able to engage the skills and tools the therapist is providing. Feedback will be reviewed and used to make adjustments to the program.

**CBCAP**  
**Program and Evaluation Description**

<b>Program Description</b>	<b>Program Name</b>	Parent Support Groups
	<b>Service Provider</b>	Wild Iris
	<b>Program Description</b>	<p>In collaboration with Mono County Mental Health and Mono County Public Health, Wild Iris will provide parent support and education support services in both English and Spanish, through group modalities. Services will address topics such as child development, parenting, discipline, and anger management. Curriculum from The Strengthening Families Program (SFP), an evidence-based prevention program for parents and children in higher risk families, will be employed and delivered in sufficient dosages, as determined by collaborating partners, so as to promote behavior change in high risk families. Although particular topics are introduced to group participants, traditional didactic presentations are discouraged in favor of flexible and highly interactive processes that use educational content as requested by the parent participants.</p> <p>Groups are offered at locations, times of day and week that can reasonably accommodate the majority of group participants. It is estimated that a minimum of twenty (20) participants will be served for a period of forty (40) weeks, via two (2) weekly one hour groups, facilitated in English and Spanish.</p> <p>NOTE: As this SIP is being written, Wild Iris is also considering the use of CBCAP funds to provide supervised visitation.</p>
	<b>OCAP Funding Source(s)</b>	CBCAP funds
	<b>Identified Priority Need Outlined in CSA</b>	The program meets the CSA-identified need (page 47) for more parent partner work with families with frequent contact.
	<b>Target Population</b>	Families countywide who are considered to be “at-risk” for domestic violence, sexual assault, and/or child abuse.
	<b>Target Geographic Area</b>	All areas of Mono County

	<b>Timeline</b>	Fiscal Years 2013-14 through 2014-15. Contracts may be modified and extended after this time period, with Board of Supervisors approval. This current contract is awarded for a two-year period.
<b>Evaluation</b>	<b>Program Outcome(s)</b>	Assist parents by reinforcing positive coping behaviors, increasing parenting skills, and increasing knowledge about educational, medical and other community resources.
	<b>Quality Assurance (QA) Methods/Tracking Tools</b>	Quarterly reports due by the provider will be reviewed and technical assistance will be provided as needed by the County CAPIT/CBCAP/PSSF Liaison, CWS staff, and Staff Services Analyst. Quarterly reports data yielding client satisfaction survey data will be reviewed, along with other indicators of program progress and success. Additionally, the Liaison and CWS staff will attend SIP Planning, Implementation, and Evaluation meetings.
	<b>Client Satisfaction</b>	The most effective way to measure the success of the Support group process is simply by the voluntary return of its participants. In addition to monitoring recurring attendance, Wild Iris will measure outcomes by providing program logs with the count of parents reached, their age, gender, ethnicity and disability if applicable. Feedback will be reviewed and used to make adjustments to the program.

## CBCAP

### Program and Evaluation Description

<b>Program Description</b>	<b>Program Name</b>	Community Outreach
	<b>Service Provider</b>	Wild Iris
	<b>Program Description</b>	<p>Wild Iris provides a public information initiative that advocates for the values of personal safety and interpersonal respect and provides information on reporting child abuse. This initiative:</p> <ul style="list-style-type: none"> <li>Provides public education to promote increased reporting of child abuse</li> <li>Focuses on how to report child abuse and how referrals make a difference</li> <li>Includes a public education campaign supportive of the values of personal safety and interpersonal respect.</li> </ul>
	<b>OCAP Funding Source(s)</b>	CBCAP funds
	<b>Identified Priority Need Outlined in CSA</b>	The program meets the CSA-identified need (page 47) for more parent partner work with families with frequent contact.
	<b>Target Population</b>	Residents of Mono County
	<b>Target Geographic Area</b>	All areas of Mono County
	<b>Timeline</b>	Fiscal Years 2013-14 through 2014-15. Contracts may be modified and extended after this time period, with Board of Supervisors approval. This current contract is awarded for a two-year period.
<b>Evaluation</b>	<b>Program Outcome(s)</b>	<p>Public education is provided to promote increased reporting of child abuse.</p> <p>Residents are educated on how to report child abuse and how referrals make a difference.</p>
	<b>Quality Assurance (QA) Methods/Tracking Tools</b>	Quarterly reports due by the provider will be reviewed and technical assistance will be provided as needed by the County CAPIT/CBCAP/PSSF Liaison, CWS staff, and Staff Services Analyst. Quarterly reports data yielding client satisfaction survey data will be reviewed, along with other indicators of program progress and success. Additionally, the Liaison and CWS staff will attend SIP Planning, Implementation, and Evaluation meetings.
	<b>Client Satisfaction</b>	N/A

**CAPIT**  
**Program and Evaluation Description**

<b>Program Description</b>	<b>Program Name</b>	Parenting Partners
	<b>Service Provider</b>	First 5 Mono County
	<b>Program Description</b>	<p>Families who struggle to cope with typical childhood behavior are vulnerable and potentially at risk of child abuse or neglect. Before families ever reach the stage of abuse, community agencies and families themselves can refer into the <i>Parenting Partners</i> Program. Through <i>Parenting Partners'</i> home visiting services, families gain the tools and confidence to cope with familial challenges without the need for a referral into child welfare services. Through the provision of three to 12, hour-long home visits—weekly, monthly, or every other month—depending on the issue and its severity, <i>Parenting Partners</i> encourage implementation of healthy and effective parenting practices using research-based curriculum and topical handouts, and help parents identify and connect with supportive community resources. <i>Parenting Partners</i> provides home visiting services using a research- and evidence-based curriculum, <i>Parents as Teachers</i>. <i>Parenting Partners</i> Program meets state and local funding priorities in multiple ways, including serving target populations of families-at-risk, use of an evidence- and research-based home visiting curriculum.</p> <p>The mission of the program is: provide families with children 1-5 years old with positive-parenting tools, developmentally appropriate activities, and information about typical development through family-centered, culturally and linguistically appropriate, home visits so families can succeed in meeting parenting challenges.</p> <p>Families offered services through <i>Parenting Partners</i> receive home visits, in either English or Spanish, on a weekly, monthly, or every other month basis. Home visits continue until the issues or high-risk status(s) that admitted them into the program are: 1) resolved; 2) the parent no longer wants to participate; 3) the home visitor loses contact with the family; 4) the family moves out of the county; or 5) the child turns six. Home visitors identify stressors, parenting behaviors, family dynamics, and child development to work with the family to address relevant issues. In the process of collaborating with the family to decide how to decrease stressors, the home visitor provides information, support, and referrals to appropriate community agencies. Once the issue has been resolved to the families' satisfaction, the 12 visit limit is met, or any of the above</p>

		mentioned reasons, home visiting services end. Before exiting the program, families will have received family-specific support, information, and referrals enabling them to be stronger and more self-sufficient.
	OCAP Funding Source(s)	CAPIT funds
	Identified Priority Need Outlined in CSA	The program meets the CSA-identified need (page 47) for continued/more Parent partner/mentor working with families in the home with frequent contact.
	Target Population	Families-at-risk, with children 1-5 years old
	Target Geographic Area	All areas of Mono County
	Timeline	Fiscal Years 2013-14 through 2014-15. Contracts may be modified and extended after this time period, with Board of Supervisors approval. This current contract is awarded for a two-year period.
Evaluation	Program Outcome(s)	<p>The goals of <i>Parenting Partners</i> are to: 1) Increase parent knowledge of early childhood development and improve parenting practices, 2) Provide early detection of developmental delays, 3) Prevent child abuse and neglect.</p> <p>The objectives of these goals are: 1) Provide families with information about pertinent community services; 2) Encourage and support parents using a strengths-based model to help them feel more confident and capable of dealing with parenting challenges; 3) Help implement positive-parenting practices with high-risk families; 4) Help families address pressing family-specific issues and follow up to offer encouragement and trouble shooting for further challenges; 5) Provide information about child safety including: home safety checklists, proper car seat installation, and positive discipline practices; and 6) Help families identify and address crisis issues and stressors.</p>
	Quality Assurance (QA) Methods/Tracking Tools	Quarterly reports due by the provider will be reviewed and technical assistance will be provided as needed by the County CAPIT/CBCAP/PSSF Liaison, CWS staff, and Staff Services Analyst. Quarterly reports data yielding client satisfaction survey data will be reviewed, along with other indicators of program progress and success. Additionally, the Liaison and CWS staff will attend SIP Planning, Implementation, and Evaluation meetings.
	Client Satisfaction	Client satisfaction is measured upon family discharge from the program using a Parent Evaluation Survey, which is submitted anonymously or with participant identification, dependent upon participant preference. Feedback will be reviewed and used to make adjustments to the program.

**CBCAP**  
**Program and Evaluation Description**

<b>Program Description</b>	<b>Program Name</b>	Mono County Child Abuse Prevention Council Coordination
	<b>Service Provider</b>	Mono County Office of Education
	<b>Program Description</b>	Facilitation and coordination of the Mono County Child Abuse Prevention Council (MCCAPC), including community organization; resource development; collaboration and administrative support; coordinates public outreach for child abuse activities.
	<b>OCAP Funding Source(s)</b>	CBCAP funds
	<b>Identified Priority Need Outlined in CSA</b>	Significant Gaps in Services Include: The need to fully utilize training resources made available regionally and locally for CAPC members and parents. (CSA, page 42)
	<b>Target Population</b>	MCCAPC members, and residents of Mono County
	<b>Target Geographic Area</b>	All areas of Mono County
	<b>Timeline</b>	Fiscal Years 2013-14 through 2014-15. Contracts may be modified and extended after this time period, with Board of Supervisors approval. This current contract is awarded for a two-year period.
<b>Evaluation</b>	<b>Program Outcome(s)</b>	The CAPC Coordinator’s position within the education framework will help us to promote child abuse prevention strategies between and among county agencies, educators, and the public. The process outcomes will be achieved if the following are completed: Facilitate quarterly Child Abuse Prevention Council meetings; Prepare and post Council-approved agendas and minutes, all subject to Robert’s Rules of Order and the Brown Act; Function as a point of contact for Council members and the public; Participate in local efforts to implement the Strengthening Families Protective Factors Framework, and in regional CAPC teleconferences and meetings, where possible; Encourage and support community efforts to prevent and respond to child abuse and neglect; Coordinate Council’s communications with Social Services Agency and other agency and community-based offices, as deemed necessary; Maintain membership/contact information, Council’s calendar, and other information as required. The CAPC Coordinator will also help in identifying child abuse prevention strategies.

	<b>Quality Assurance (QA) Methods/Tracking Tools</b>	Quarterly reports due by the provider will be reviewed and technical assistance will be provided as needed by the County CAPIT/CBCAP/PSSF Liaison, CWS staff, and Staff Services Analyst.
	<b>Client Satisfaction</b>	N/A

# Attachment I

(1) DATE SUBMITTED:	(3) COUNTY:	(4) PERIOD OF SIP:	(2) VERSION	1	(5) YEAR:	(6) Other Funds:	\$40,984										
	Mono	10/2/13	10/2/18	thru	1-5	(6) Other Funds:	\$40,984										
<b>(6) ALLOCATION</b> (Use the latest Fiscal or All County Information Notice for Allocation):																	
				<b>CAPIT:</b>	<b>\$</b>	<b>65,046</b>	<b>Other Funds:</b>										
				<b>CBCAP:</b>	<b>\$29,570</b>	<b>PSSF:</b>	<b>\$10,000</b>										
				<b>CBCAP</b>													
				<b>CAPIT</b>													
				<b>PSSF</b>													
				<b>OTHER SOURCES</b>													
				<b>NAME OF OTHER</b>													
				<b>TOTAL</b>													
No.	Title of Program	Function of Program	Name of Service Provider	Service Provider is Unknown, Date Revised Workbook to be Submitted to OCAP	Dollar amount to be spent on Family Preservation	Dollar amount to be spent on Family Support	Dollar amount to be spent on Time-Limited Reunification	Dollar amount to be spent on Adoption Promotion & Support	Dollar amount of PSSF allocation to be spent on PSSF activities (Sum of columns G1-G4)	PSSF is used for Administration	Dollar amount from other sources	List the name(s) of the other funding source(s)	Total dollar amount to be spent on this Program (Sum of Columns E, F, G5)				
A	B	C	D1	D2	E1	E2	F1	F2	G1	G2	G3	G4	G5	G6	H1	H2	I
1	Parenting Education (Active Parenting Now) and CoParenting Education (Cooperative Parenting & Divorce)	Direct Service	Wild Iris		\$35,164		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$3,509	Wild Iris	\$38,673
2	Promoting Safe & Stable Families	Direct Service	Wild Iris		\$0		\$0	\$0	\$2,000	\$4,000	\$2,000	\$2,000	\$10,000		\$1,000	Wild Iris	\$11,000
3	Mental Health Services	Direct Service	Wild Iris		\$0		\$8,623		\$0	\$0	\$0	\$0	\$0		\$0		\$8,623
4	Parent Support Groups	Direct Service	Wild Iris		\$0		\$7,036		\$0	\$0	\$0	\$0	\$0		\$2,103	Wild Iris	\$9,139
5	Community Outreach/Child Abuse Prevention	Public Awareness	Wild Iris		\$0		\$2,181		\$0	\$0	\$0	\$0	\$0		\$0		\$2,181
6	Parenting Partners Home Visiting Program	Direct Service	First 5 Mono County		\$29,882		\$0		\$0	\$0	\$0	\$0	\$0		\$24,440	First 5 Mono	\$54,322
6	Mono County Child Abuse Prevention Council Coordination	Network Development	Mono County Office of Education		\$0		\$9,160		\$0	\$0	\$0	\$0	\$0		\$9,932	MCOE & County Childrens Trust Fund	\$19,092
								<b>Totals</b>	<b>\$2,000</b>	<b>\$4,000</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$10,000</b>	<b>\$2,000</b>	<b>\$40,984</b>	<b>\$143,030</b>	
								<b>20%</b>	<b>40%</b>	<b>20%</b>	<b>20%</b>			<b>100%</b>			



Insert Attachment J

Insert a Copy of the  
Board of Supervisors Minute Order/Resolution  
Approving this SIP Plan



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**RESOLUTION NO. R01-114**

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONO COUNTY CHILD AND FAMILY ADVISORY BOARD AS ITS "DESIGNATED COMMISSION" THAT SHALL CARRY OUT THE PURPOSES OF ARTICLE 5 OF CHAPTER 11 OF PART 6 OF DIVISION 9 OF THE WELFARE AND INSTITUTIONS CODE (CHILDREN'S TRUST FUND), AND ESTABLISHING THE MONO COUNTY CHILDREN'S TRUST FUND

**WHEREAS**, a board of supervisors may designate an existing local voluntary commission, board or council (hereinafter referred to as "designated commission") in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund); and

**WHEREAS**, the designated commission must either be a commission whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services, or whose duties relate to human services; and

**WHEREAS**, when a board of supervisors designates such a commission, it shall also establish a county children's trust fund; and

**WHEREAS**, the duties of a designated commission include establishing criteria for determining those programs that shall receive funding from the children's trust fund, accepting and prioritizing proposals that meet such criteria, and making recommendations to the board of supervisors as to those proposals that the commission feels should receive funding; and

**WHEREAS**, the Mono County Child and Family Advisory Board is an existing local voluntary commission, board or council whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services;

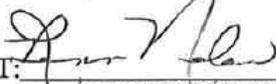
**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors as follows:

**SECTION ONE:** Pursuant to Section 18965 of the Welfare and Institutions Code, the Board hereby designates the Mono County Child and Family Advisory Board as its "designated commission" in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

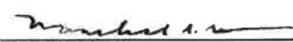
**SECTION TWO:** Pursuant to Section 18966 of the Welfare and Institutions Code, the Board hereby establishes the Mono County Children's Trust Fund. The Fund shall consist of such funds and be administered for such purposes as are specified by Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

1 **PASSED AND ADOPTED** this 20th day of November , 2001 by the following  
2 vote:

3 AYES : Supervisors Cecil, Farnetti, Pipersky & Ronci  
4 NOES : NONE  
5 ABSTAIN : NONE  
6 ABSENT : Supervisor Hunt

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ATTEST:   
RENN NOLAN  
Clerk of the Board

  
Tom Farnetti, Vice Chairman  
Board of Supervisors

APPROVED AS TO FORM:  
  
COUNTY COUNSEL

**CAPIT/CBCAP/PSSF PROGRAM FUNDING ASSURANCES  
FOR MONO COUNTY**

**PERIOD OF PLAN: 12/12/13 THROUGH 10/11/18**

**DESIGNATION OF ADMINISTRATION OF FUNDS**

The County Board of Supervisors designates **Mono County Department of Social Services** as the public agency to administer CAPIT and CBCAP.

**W&I Code Section 16602 (b)** requires that the local Welfare Department administer the PSSF funds. The County Board of Supervisors designates **Mono County Department of Social Services** as the local welfare department to administer PSSF.

**FUNDING ASSURANCES**

The undersigned assures that the Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) funds will be used as outlined in state and federal statute.<sup>62</sup>

- Funding will be used to supplement, but not supplant, existing child welfare services;
- Funds will be expended by the county in a manner that will maximize eligibility for federal financial participation;
- The designated public agency to administer the CAPIT/CBCAP/PSSF funds will provide to the OCAP all information necessary to meet federal reporting mandates;
- Approval will be obtained from the California Department of Social Services (CDSS), Office of Child Abuse Prevention (OCAP) prior to modifying the service provision plan for CAPIT, CBCAP and/or PSSF funds to avoid any potential disallowances;
- Compliance with federal requirements to ensure that anyone who has or will be awarded funds has not been excluded from receiving Federal contracts, certain subcontracts, certain Federal financial and nonfinancial assistance or benefits as specified at <http://www.epls.gov/>.

In order to continue to receive funding, please sign and return the Notice of Intent with the County's System Improvement Plan to:

California Department of Social Services  
Office of Child Abuse Prevention  
744 P Street, MS 8-11-82  
Sacramento, California 95814

\_\_\_\_\_  
County Board of Supervisors Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

<sup>62</sup> Fact Sheets for the CAPIT, CBCAP and PSSF Programs outlining state and federal requirements can be found at <http://www.dss.cahwnet.gov/cfsweb/Pg2287.htm>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments:** Information Technology and County Administrator Officer

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Minaret Mall Sublease For IT Space

---

### AGENDA DESCRIPTION:

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

Proposed contract with the Town of Mammoth Lakes pertaining to subleasing office space at the Minaret Mall.

---

### RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the CAO to execute said contract on behalf of the County. Provide any desired direction to staff.

---

### FISCAL IMPACT:

Approximately \$27,000 per fiscal year estimated cost savings to the General Fund, less one-time expenses for preparation and moving as follows: Current IT space in Sierra Center Mall is \$40,756 annually or \$3,396/mo., New IT space in Minaret Mall is approximately \$1,100/mo. Savings per month is approximately \$2,296/mo. or \$27,556/yr.

---

**CONTACT NAME:** Bill Van Lente

**PHONE/EMAIL:** (760) 932-5413 / 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

- [IT Minaret Mall Staff Rpt](#)
  - [Sublease & Attachments](#)
-

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/5/2014 4:35 PM	County Administrative Office	Yes
3/5/2014 4:28 PM	County Counsel	Yes
3/5/2014 4:59 PM	Finance	Yes



# COUNTY OF MONO – County Administrative Office

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5412 FAX (760) 932-5411

---

Bill Van Lente  
Director, Human Resources/Risk Management  
760.932.5413

To: Honorable Board of Supervisors  
From: Bill Van Lente, Director Human Resources/Risk Management  
Date: March 11, 2014

RE: Minaret Mall Sub-lease For IT Space

## **Recommendation:**

Authorize the County Administrative Officer to enter into sublease with the Town of Mammoth Lakes for much improved IT Department office space.

## **Fiscal/Mandates Impact:**

Approximately \$27,000 per fiscal year estimated cost savings to the General Fund, less one-time expenses for preparation and moving as follows:

Current IT space in Sierra Center Mall is \$40,756 annually or \$3,396/mo.

New IT space in Minaret Mall is approximately \$1,100/mo.

Savings per month is approximately \$2,296/mo. or \$27,556/yr.

Approximate cost of TI work to move into space would be about \$7,000 which IT has in its current FY budget between some savings from the current year lease and some money in infrastructure improvement line items. Next year IT would be looking at a large one-time cost of installing a generator for backup power, which is estimated at about \$20k and would be presented as a policy item during budget. The initial one-time expense, estimated at \$7,000, results in a payback period of about three months, making it an excellent investment.

## **Discussion:**

The IT Department seeks to move out of its current space at the Sierra Center Mall and into a new space at the Minaret Mall currently leased by the Town of Mammoth Lakes. The proposed new space is better suited for the IT Department needs. The rent for the proposed new space will be significantly lower than currently paid for the IT Department out of the General Fund. The existing IT office space at the Sierra Center Mall will be taken over by the Department of Behavioral Health and subsequently their space by the District Attorney's Office, which will pay for the space using non-General Fund revenue.

The long-term benefits of moving IT into this new space include:

- Shows a commitment to reducing cost and maintaining or improving service levels
- 35% more physical space for staff

- An actual server room which will better accommodate our existing infrastructure and future expansion needs (including access to power)

- Closer proximity to the Emergency Operations Center in Suite Z, Mono County Emergency Operations offices in the South Wing, Mono County Community Development & Health, and Town of Mammoth Lakes main offices

A copy of the proposed sublease and its attachments are attached. Staff will be available to answer questions about this item at the Board meeting. Or contact Bill Van Lente (760) 932-5413 or Nate Greenberg (760) 932-5503 Bridgeport or (760) 924-1819 Mammoth.

## SUBLEASE

This sublease agreement ("Sublease") is made and entered into as of this \_\_\_ day of \_\_\_, 2014 by and between the Town of Mammoth Lakes, a California municipal corporation ("Sublandlord"), and the County of Mono, a political subdivision of the State of California ("Subtenant"). The Sublandlord and Subtenant are hereinafter collectively referred to as the "Parties."

## RECITALS

- A. Sublandlord is presently a tenant in a building known as the "Minaret Center," located at 437 Old Mammoth Road, Mammoth Lakes, California. Sublandlord is presently occupying space on a the second floor of the building pursuant to the terms of a Lease dated September 14, 2001 and Renewal Amendment between Sublandlord and Minaret Village Shopping Center c/o Pacific West Management, the owner of the building dated September 3, 2009, (the "Main Lease"), attached herewith as ATTACHMENT A.
- B. Sublandlord desires to sublease to Subtenant a portion of the premises (Minaret Center Mall, Suite Y – herein referred to as the "IT Space") under the terms set forth below and has obtained permission from Landlord to do so pursuant to the terms of the Main Lease. The location of the space within the Center is noted on ATTACHMETN B.

## AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Sublandlord and Subtenant hereby agree as follows:

### 1. LEASED SPACE

Sublandlord leases to Subtenant and Subtenant leases from Sublandlord, upon the terms and conditions set forth below, the IT Space located on the second floor in the Minaret Center more formally known as Suite Y (former Town of Mammoth Lakes Finance space), consisting of approximately 1,618 square feet.

### 2. TERM:

This Sublease shall commence upon Subtenant's occupancy of the IT Space, but in any event not later than April 1, 2014, and continue until June 30, 2019.

3. USE:

The premises are to be used for business office purposes and for no other purpose without the prior written consent of Sublandlord. Subtenant may have access to the space upon execution of this sublease in preparation of occupying the site.

4. RATES:

- a. For the IT Space, Subtenant shall pay in advance on the first day of each calendar month during the term of this Sublease Sublandlord as follows:
  - i. Through Sept. 2016: \$240 base + CAM (@ \$.52+/-) = \$1,081 +/- per mo.
  - ii. Oct. 2016 – Sept. 2018: \$250 base + CAM (@ \$.52+/-) = \$1,091 +/- per mo.
  - iii. Oct. 2018 – June 2019: \$265 base + CAM (@ \$.52+/-) = \$1,106 +/- per mo.
  
- b. Rent shall be paid to Sublandlord and its principal office located in the Town of Mammoth Lakes, or such other places as Sublandlord may from time to time designate in writing. The installment rent payable for any portion of a calendar month shall be a pro rata portion of the installment payable for a full calendar month. CAM charges will be reconciled based on actual costs as paid by the Subtenant, within 60 days following final billing from the Landlord.

5. CONDITION OF PREMISES:

- a. Subtenant agrees that its act of taking possession of the IT Space will be acknowledgment that the IT Space is in a tenantable and good condition. Subtenant shall, at its own expense, maintain the premises described in Section 1 of this Sublease in a thorough state of repair and in good and safe condition during the term of this Sublease.
  
- b. Sublandlord agrees to duly observe and perform all of those obligations imposed on the tenant under the Main Lease to the extent that such obligations are not provided in this Sublease to be observed or performed by Subtenant, except with respect to any failure in such observance or performance that result from a default by Subtenant under this Sublease. Subtenant shall have the right at any time, at the expense of Sublandlord, to take any action required to be taken but not timely taken by Sublandlord, which may be necessary to prevent a default under the terms of the Main Lease. To the

extent that Landlord fails or refuses to perform its obligations under the Main Lease with respect to the premises described in Section 1 of this Sublease, Sublandlord shall perform those obligations. Further, Sublandlord agrees not to modify or surrender the Main Lease without providing prior notice to Subtenant, and any modification or surrender made without such notice shall be null and void and shall have no effect on the rights of Subtenant under this Sublease.

- c. Sublandlord grants to Subtenant all rights and benefits with respect to the premises described in Section 1 of this Sublease that are granted to Sublandlord under the terms of the Main Lease. Subtenant assumes and agrees to perform all obligations and duties with respect to the premises that have been assumed by Sublandlord in the Main Lease and otherwise not to commit any action or inaction which would constitute a breach of the Main Lease. Subtenant agrees to compensate Sublandlord for a pro rata share of the increase in real property taxes payable under the terms of the Main Lease after the date of execution of this Sublease, and for a pro rata share of the increase in the cost of services payable under the terms of Paragraph 7.2 of the Main Lease after the date of execution of this Sublease Agreement.

[SIGNATURES TO FOLLOW]

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

SUBLANDLORD  
TOWN OF MAMMOTH LAKES

By:

\_\_\_\_\_  
Daniel C. Holler, Town Manager

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

SUBTENANT  
COUNTY OF MONO

By:

\_\_\_\_\_  
Jim Leddy, Mono County CAO

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board of Supervisors

\_\_\_\_\_  
Clerk to the Town Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Counsel, Mono County

\_\_\_\_\_  
Town Attorney, Town of Mammoth Lakes

**ATTACHMENT A**

**Main Lease Agreement**

**between**

**Town of Mammoth Lakes**

**And**

**Minaret Village Shopping Center**

**Lease – September 2001**

**Lease Amendment – September 2**

**MINARET VILLAGE SHOPPING CENTER**

**"Landlord"**

**TO**

**Town of Mammoth Lakes**

**"Tenant"**

**(1) Space Size : \* Square Feet**

**(2) Minimum Rent : \*\* Per Month**

**(3) Percentage : N/A**

**(4) Term of Lease : Five (5) Years**

**(5) Options : Two - Thirty (30) Month Options**



STANDARD FORM SHOPPING CENTER LEASE

ARTICLE 1  
PARTIES

THIS LEASE, dated this 14th day of September, 2001, is made by and between MINARET VILLAGE SHOPPING CENTER c/o PACIFIC WEST MANAGEMENT herein called ("Landlord") and TOWN OF MAMMOTH LAKES, a California municipal corporation, (herein called "Tenant").

ARTICLE 2  
PREMISES

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space as further defined in Article 34 in the Addendum to Lease, attached hereto and made part of herewith, (herein called "Premises"), containing agreed (see Addendum to Lease Article 34) square feet of floor area. The Premises are situated within a building (the "Building") within a shopping center known as the Minaret Village Shopping Center (the "Center"). The Center is legally described in Exhibit "A" attached hereto and incorporated herein by reference. The approximate location and dimensions of the Building and the Premises are delineated in Exhibit "B" attached hereto and incorporated herein by reference. Said Premises and the Center are located at 437 Old Mammoth Road (SEC Old Mammoth Road & Meridian Blvd.) in the Town of Mammoth Lakes, County of Mono, State of California. The Common Area is defined in Article 25.

This Lease is subject to the terms, covenants, and conditions herein set forth, and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants, and conditions by it to be kept and performed.

ARTICLE 3  
USE

Tenant shall use the Premises for Tenant's public offices, and shall not use or permit the Premises to be used for any other purpose without prior written consent of Landlord (for additional restrictions see Rider "A" attached). No sale of Food, Alcoholic beverages, Beer and Wine will be allowed on the Premises.

ARTICLE 4  
MINIMUM RENT

4.1 Initial Minimum Monthly Rent. Tenant agrees to pay Landlord as minimum monthly rent ("Minimum Monthly Rent"), without notice or demand, the monthly sum of Ten Thousand Six Hundred and Sixty-Three Dollars 40/100's (\$10,663.40) in advance, on or before the first day of each and every successive calendar month during the term hereof. Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. Said rental shall be paid to Landlord, without deduction or off-set, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

4.2. Minimum Monthly Rent Adjustment.

a. The Minimum Monthly Rent as set forth in Section 4.1 above, shall be increased annually on 1<sup>st</sup> day of October (the "Adjustment Date") commencing on October 1, 2002. Any annual adjustment in the Minimum Monthly Rent shall be based on the increase in the Consumer Price Index for All Urban Wage Earners and Clerical Workers (Los Angeles - Long Beach - Anaheim, California Area; Base: 1982-84 = 100) ("Index"), as published by the United States Department of Labor, Bureau of Labor Statistics, over the last twelve (12) months. The Index in publication 3 months before the Commencement Date shall be the "Base Index". The Index in publication 3 months before each Adjustment Date shall be the "Comparison Index". As of each adjustment date, the Minimum Monthly Rent payable during the ensuing twelve month period shall be determined by increasing the initial Minimum Monthly Rent by a percentage equal to the percentage increase, if any, in the applicable Comparison Index over the Base Index. When the Minimum Monthly Rent payable as of each Adjustment Date is determined, Landlord shall promptly give Tenant written notice of such adjusted Minimum Monthly Rent. In no event shall said annual Minimum Monthly Rent Adjustment be less than 3% (three percent) or more than 7% (seven percent).

b. If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "Index" hereunder.



ARTICLE 5  
TERM

5.1. Commencement. The lease term shall be Sixty (60) full calendar months, plus any partial month in which the rental commences. The parties hereto acknowledge that certain obligations under various articles hereof may

commence prior to the Lease term, i.e., construction, hold harmless, liability insurance, etc.; and the parties agree to be bound by these articles prior to commencement of the Lease term. The Lease term shall commence: on the 1st day of October, 2001 ("Commencement Date").

5.2. Tenant's Work. Tenant acknowledges and agrees that they are currently in possession of the said Premises and accept the Premise in its "as-is" condition. Tenant, at its sole cost and expense, will be responsible for improving the Premises to its needs.

5.3. Performance of Landlord's Work. (INTENTIONALLY OMITTED)

ARTICLE 6  
SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum of waived in addition to the first month's rent. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposits so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within fifteen (15) days following the expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, said deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Article 6, and the return thereof in accordance herewith.

ARTICLE 7  
ADDITIONAL CHARGES

7.1 Percentage Rent. (INTENTIONALLY OMITTED)

7.2. Adjustments.

(a) In addition to the Minimum Rent provided in Article 4 herein above, and commencing at the same time as any rental commences under this Lease, Tenant shall pay to Landlord the following items, herein called Adjustments:

(1) All real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums required to be paid by Tenant pursuant to Article 8 hereinbelow. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the gross leasable floor area of the Center which is from time to time completed as of the first day of each calendar quarter (provided, however, that if any other tenants in the Center pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their lease, their square footage shall not be deemed a part of the floor area).

(2) Thirty-Four point zero eight percent (34.08%) of the total cost of the following items (as Tenant's Article 2 floor area bears to the gross leasable floor area of the Center) (hereinafter referred to as "Common Area Maintenance or CAM Expenses):

(i) All real estate taxes, including assessments, all insurance costs, and all costs to establish an adequate



reserve fund and to maintain, repair, and replace the "Common Area" of the Center, which includes building roofs and exterior walls, parking lots, sidewalks, driveways and other areas used in common by the tenants of the Center, such costs including, but not limited to, landscaping, lighting, security, rubbish removal and all snow clearing, removal, storage and transportation, in connection with such areas; provided, however, that the cost of correcting any design or construction defects, if any, shall be excluded.

(ii) All costs to supervise and administer said Common Area. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to ten percent (10%) of the total cost of Section 7.2(a)(2)(i) above.

(iii) Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises or the parking facilities serving the Premises.

(b) Upon the Commencement Date Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the next accounting period and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. An accounting period is a six (6) month period, from March through August, and September through February, except that the first accounting period shall commence on the date the term expires or terminates. Landlord shall furnish to Tenant a statement showing the total Adjustments, Tenant's allocable share thereof, for the accounting period, and the payments made by Tenant with respect to each accounting period within thirty (30) days after the end of each accounting period, covering the accounting period just ended. In the event the total of the monthly payments which Tenant has made for the prior calendar year is less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten (10) days after receipt of such statement from Landlord and shall concurrently pay the difference in monthly payments which are then calculated as monthly Adjustments based on the prior years' experience. Any overpayment by Tenant shall be credited towards the monthly Adjustments next coming due. Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay sums as herein provided. (Copies of Landlord's standard form of CAM billing an itemized list of expenses are attached as Attachment E).

### 7.3 Merchants Association (INTENTIONALLY OMITTED)

## ARTICLE 8 INSURANCE AND INDEMNITY

8.1. Insuring Party. As used in this Article 8, the term "insuring party" shall mean the party who has the obligation to obtain the insurance required hereunder. The insuring party shall be designated in each Section of this Article 8. Whether the insuring party is Landlord or Tenant, Tenant shall, as additional rent for the Premises, pay the cost of all insurance so obtained.

8.2. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, as the insuring party under this Section 8.2, a policy of Combined Single Limit, Bodily Injury and Property Damage Insurance insuring Landlord and Tenant against any liability arising out of the ownership, use occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than One Million Dollars (\$1,000,000.00). The policy shall contain cross liability endorsements and shall insure performance by Tenant of the indemnity provisions of this Article 8. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of the Tenant. Not more frequently than each year, if, in the reasonable opinion of Landlord, the amount of liability insurance require hereunder is not adequate, Tenant shall increase said insurance coverage as required by Landlord; provided, however, that in no event shall the amount of the liability insurance increase be more than ten percent (10%) greater than the amount thereof during the preceding year of the term of this Lease. However, the failure of Landlord to require any additional insurance coverage shall not be deemed to relieve Tenant from any obligations under this Lease. A certificate of said insurance shall be issued to Landlord evidencing said coverage and therein naming Landlord as an additional insured.

### 8.3. Property Insurance.

(a) Landlord, as insuring party under this Section 8.3, shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value thereof, as the same may exist from time to time against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk excluding earthquake), and sprinkler leakage. Said insurance shall provide for payment of loss thereunder to Landlord or to the holders of mortgages or deeds of trust on the Premises. Landlord shall, in addition, obtain and keep in full force during the term of this Lease a policy of rental income insurance covering a period of one (1) year, with loss payable to Landlord, which insurance shall also cover all real estate taxes and insurance costs for said period, a policy of combined single limit, bodily injury and property damage insurance insuring Landlord against any liability arising out of the ownership, use, occupancy or maintenance of the parking and other common area. such insurance shall be a combined single limit policy in an amount not less than One Million Dollars (\$1,000,000.00), and a policy of Plate Glass Insurance covering the full replacement value of plate glass and frames within and part of the premises and common area.

(b) Tenant shall pay for any increase in the property insurance of other building or buildings in the Center if said increase is caused by Tenant's acts, omissions, use or occupancy of the premises. It is provided, however, that Tenant shall not be required to pay for such increases in insurance costs of adjacent properties unless such increased insurance cost was the result of unusual features of Tenant's occupancy of the Premises or of Tenant's unusual acts or omissions, the intent of the parties being to require Tenant to be financially responsible to the extent of such cost increases for creating situations of unusual hazard on the Premises not reasonably contemplated by the use to which the Premises shall be put pursuant to Article 3 above.

(c) Landlord will not insure Tenant's fixtures, equipment or Tenant improvements unless the Tenant improvements have become a part of the Premises under Article 11 hereof. Tenant shall have such responsibility in accordance with Section 8.7 hereinbelow.

(d) Not more frequently than once a year, if, in the opinion of Landlord, the amount of property insurance required hereunder is not adequate, Landlord shall increase said insurance coverage as determined by Landlord. However, such increase may be more frequent than each year if required by the insurance carrier in order to maintain insurance for the full replacement value of the Premises.

8.4. Insurance Policies. Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best Insurance Guide". The insuring party shall deliver to the other party copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modifications except after ten (10) days prior written notice to Landlord. If Tenant is the insuring party, Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Section 8.3. If Tenant does or permits to be done anything which shall increase the cost of the insurance policies referred to in Section 8.3, then Tenant shall forthwith upon Landlord's demand reimburse Landlord for any additional premiums attributable to any act or omission or operation of Tenant causing such increase in the cost of insurance. If Landlord is the insuring party and if the insurance policies maintained hereunder cover other improvements in addition to the Premises, Landlord shall deliver to Tenant a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed.

8.5. Waiver of Subrogation. Tenant and Landlord each hereby waive any and all rights to recovery against the other, or against the officers, employees, agents and representatives of the other, for loss or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. The insuring party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Notwithstanding, the waiver of subrogation would not be effective if its inclusion would cancel an insurance policy of any party.

8.6 Indemnity. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises or from the conduct of Tenant business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord,



hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord, except as to any damages resulting from the negligence of Landlord.

8.7. Exemption of Landlord from Liability. Except for negligent or other wrongful acts or omissions on the part of Landlord, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for any damage to the improvements, trade fixtures, contents, goods, wares, merchandise, trade inventory or other property of Tenant ("Tenant's Contents"), Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, snow or ice, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located. Tenant shall maintain and provide Landlord with evidence substantiating he possesses the following insurance coverage with respect to the insurable losses by this Section 8.7 during the term of this Lease insuring Landlord, Tenant, and any lender of record encumbering the Premises, with full waiver of subordination, unless the inclusion of such waiver would cancel an insurance policy of any party as per Section 8.5 above:

(a) Against fire, extended coverage and vandalism and malicious mischief perils, including coverage for Tenant's Contents, in an amount of not less than the full replacement cost thereof.

(b) Broad form boiler and machinery insurance on a blanket repair and replacement basis with limits per accident not less than the replacement cost of all leasehold improvements and of all boilers, pressure vessels, air conditioning equipment, miscellaneous electrical apparatus and all other insurable objects owned or operated by Tenant or by others on behalf of Tenant in the Premises or relating or serving the Premises.

(c) Business interruption insurance in such amount as will reimburse Tenant for direct or indirect loss of earnings attributable to all such perils insured against in Section 8.7(a) and (b) above; and

(d) Workers' compensation insurance covering all Tenant's employees working in the premises.

8.8. Additional Insurance. Notwithstanding any provision to the contrary contained in this Lease, the insuring party shall also provide insurance against damage by such other perils as any mortgage lending institution holding a mortgage on the Premises may from time to time require against damage by such other perils as mortgage lending institutions generally may from time to time require in case of similar properties and in such amounts.

8.9. Blanket Policy. If at all time during the term of this Lease the insuring party shall have in full force and effect a blanket policy of general liability insurance and/or property insurance with the same coverage for the Premises or for Tenant's property as applicable all as described above, as well as coverage of other premises and properties of the insuring party or in which the insuring party has some interest, such blanket insurance shall satisfy the requirements hereof.

#### ARTICLE 9 USES PROHIBITED

Tenant shall do or permit to anything to be done in or about the Premises, nor bring or keep anything therein which is not within the permitted use of the Premises, which in any way increase the existing rate or affect any fire or other insurance upon the Building or any of its contents, nor cause a cancellation of any insurance policy covering said Building or the Center or any part thereof or any of its contents. Tenant shall not do nor permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Tenants or occupants of the Building or the Center or injure or annoy them nor use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit nor allow to be committed any waste in or upon the Premises.

#### ARTICLE 10 COMPLIANCE WITH LAW

Tenant shall not use the Premises, nor permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and



with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or admission of Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

ARTICLE 11  
ALTERATIONS AND ADDITIONS

Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof excepting non-structural interior alterations not exceeding One Thousand Dollars (\$1,000) in cost without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises, including but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Notwithstanding anything to the contrary herein, no installation, alterations, additions or improvements to or of any electrical system or outlet to or of the Premises, or any part thereof, shall be made, or allowed to be made by Tenant without first obtaining the written consent of Landlord. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, give at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant designated by Landlord to be removed, including trade fixtures, movable furniture and inventory and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

ARTICLE 12  
REPAIRS

12.1. Tenant's Repairs. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair including, without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, heating and air conditioning systems (where there is an air conditioning system, Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under warranty, if any, on said system), plumbing, pipes, electrical wiring, and conduits. Tenant shall, upon the expiration or sooner termination of the term of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises, including the Common Area or any other portion of the Center, caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

12.2. Landlord's Repairs. Notwithstanding the provisions of Section 12.1 herein above, Landlord shall, subject to Tenant's reimbursement as provided in Section 7.2(a)(2)(i), repair and maintain the structural portions of the Building, including the exterior walls and roof, unless such maintenance and repair are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any other damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any reasonable repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

ARTICLE 13  
LIENS

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times the estimated cost of any improvements, additions, alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

ARTICLE 14  
ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily, or by operation of law, assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any attempt to assign, transfer, mortgage, encumber or sublet without such consent shall be void and shall constitute a breach of this Lease, except upon the death or permanent disability of a partner or the withdrawal of a partner, when the surviving or remaining partner is proposed as the assignee. Regardless of Landlord's consent, no subletting or assignment shall release Tenant from Tenant's obligation or alter the primary liability of Tenant hereunder. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event that Landlord shall consent to a sublease or assignment under the provisions of this Article 14, the rental amounts provided in this Lease shall, at Landlord's sole discretion, be adjusted to fair market values as of the date that consent is given; provided, however, that the rental amounts shall remain the same in the event of the sale of Tenant's business opportunity for so long as the successor in interest continues in substantially the same business as that operated by Tenant at the time of the sale of the business. Prior to such approval by Landlord of a subletting or assignment, Tenant shall provide Landlord with information concerning the proposed assignee's or subtenant's financial responsibility. Further, if for any proposed assignment or sublease Tenant receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the rent called for hereunder, or in case of the sublease of a portion of the Premises in excess of such rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are taken into account, Tenant shall pay to Landlord as additional rent hereunder all of the excess of each such payment of rent or other consideration received by Tenant promptly after its receipt. In the event Landlord consents to the assignment of this lease in writing, Tenant should be released from all further liability pursuant to the lease.

ARTICLE 15  
UTILITIES

Tenant shall pay for all water, gas, heat, light, power and sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises.

ARTICLE 16  
PERSONAL PROPERTY TAXES

Tenant shall pay, or cause to be paid, before delinquent, any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property which shall be assessed and taxed with the real property. Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

ARTICLE 17  
RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations affecting the Center that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants of the Center.

ARTICLE 18  
HOLDING OVER

If Tenant shall remain in possession of the Premises after the expiration of the term of this Lease, Tenant will be deemed to be occupying the Premises as a Tenant at sufferance subject to all the covenants and obligations of this Lease and at a daily rental of the per diem Minimum Rent provided hereunder computed on the basis of a thirty (30)-day month, and Tenant will vacate the Premises and deliver the same to Landlord upon Tenant's receipt of notice from Landlord to vacate the Premises. If any property not belonging to Landlord remains at the Premises after the expiration of the term of this Lease, Tenant hereby authorizes Landlord to make such disposition of such property as Landlord may desire without liability for compensation or damages to Tenant. In the event that such property belongs to someone other than Tenant, Tenant agrees to indemnify and hold harmless from all suits, actions, liabilities, losses, damages and expenses in connection with or incident to any removal, exercise of dominion over and/or disposition of such property by Landlord.

ARTICLE 19  
ENTRY BY LANDLORD

Landlord reserves, and shall during normal business hours have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and, further, providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant, except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any means, or otherwise, shall not under circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE 20  
TENANT'S DEFAULT

20.1 Events of Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) Failure to pay Rent, additional rent or any other monetary obligation which Tenant is required to pay under this Lease when due; however, Tenant shall have ten (10) days after written notice within which to cure default, subject to late charge set forth in Provision No. 33.9.

(b) Abandonment or vacation of the Premises or any substantial portion thereof (failure to occupy and operate the Premises for ten (10) consecutive days shall be deemed an abandonment and vacation).

(c) Failure to perform any of the provisions of this Lease if the failure to perform is not cured within fifteen (15) days after notice has been given to Tenant. If the default cannot reasonably be cured within fifteen (15) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the fifteen (15)-day period and diligently and in good faith continues to cure the default.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease.

20.2 Notice of Default. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice.

ARTICLE 21  
LANDLORD'S REMEDIES

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

21.1 Tenant's Right to Possession Not Terminated. Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent and other sums when due. During the period Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, broker's commissions, expenses or remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this Section 21.1 shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for so long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtained Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability.

21.2. Termination of Tenant's Right to Possession. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(a) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease.

(b) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves have been reasonably avoided.

(c) The worth, at the time of the award, of the amounts by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth, at the time of the award", as used in Section 21.2(a) and 21.2(b) is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth, at the time of the award", as referred to in Section 21.2(c), is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

21.3. Appointment of Receiver. If Tenant is in default of this Lease, Landlord shall have the right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

21.4. Landlord's Right to Cure Tenant's Default. Landlord, at the time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

## ARTICLE 22 DEFAULT BY LANDLORD

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30)-day period and thereafter diligently prosecutes the same to completion. Notwithstanding any default by Landlord, Tenant shall not have the right to exercise any remedy provided for herein or at law unless and until Tenant shall have delivered a written notice to any lender holding a trust deed against the Premises or the Center or portion thereof specifying wherein Landlord has failed to correct or remedy such default, which such notice may not be delivered until after the expiration of the period set forth herein for Landlord to remedy such default and shall grant to lender an additional equal period within which to cure such default. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damage and/or an injunction.

## ARTICLE 23 RECONSTRUCTION

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent. In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as provided hereinabove in this Article 23; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in

such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of such termination. Notwithstanding anything to the contrary contained in this Article 23, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered in this Article 23 occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof, unless said damages or repairs are covered by insurance and do not exceed the rent due from Tenant during the balance of the term of this Lease. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures or other personal property of Tenant.

#### ARTICLE 24 EMINENT DOMAIN

If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If less than twenty-five percent (25%) of the Premises is taken, or if more than twenty-five percent (25%) is taken and neither party elects to terminate as herein provided, the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

#### ARTICLE 25 PARKING AND OTHER COMMON AREA

All areas within the exterior property boundary lines of the Center which are not now or hereafter held for lease or occupation by Landlord or used by other persons entitled to occupy floor space in the Center shall be deemed Common Areas. Landlord may make changes at any time and from time to time in the size, shape, location, and extent of the Common Area, and no such change shall entitle Tenant to any abatement of Rent. Landlord covenants that except as otherwise provided hereinbelow, an area approximately equal to the Common Area which includes automobile parking, shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation, of any or all such Common Area shall not constitute a violation of this covenant provided further, however, that Landlord reserves the right to change the entrance, exits, traffic lanes and the boundaries and locations of such Common Area including automobile parking and to construct building and other improvements thereon if, in the sole good faith judgment of Landlord such construction shall be for the overall benefit of the Center and will not substantially interfere with ingress and egress from the Premises or the flow of vehicular traffic in the Center. With regard to parking in the Center, no Tenant employee shall be permitted to park in the retail shopping spaces in the upper or eastern-most parking lots; all Tenant employees shall park in the lower or western-most parking as close to Meridian Boulevard as possible or in such other areas as Landlord may designate.

25.1. Maintenance. Landlord shall keep said Common Area, including automobile parking, in a neat, clean and orderly condition and reasonably clear of snow (subject to customary clearing, plowing, removal, storage and transportation of snow) and shall repair any damage to the facilities thereof, but all expenses in connection with said Common Area including automobile parking shall be charged and prorated in the manner as set forth in Section 7.2(a).

25.2. Common Rights. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants, and their agents, employees, customers, licensees and sub-tenants, to use said Common Area during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

25.3. Rules and Regulations. Tenant, in the use of said Common Area, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord may adopt from time to time for orderly and proper operation of said Common Area. Such rules may include but shall not be limited to the following: (1) the restricting of Tenant and employee parking to those areas designated by Landlord; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

25.4. Special Assessments. Tenant will be subject to any Special Assessments which may be levied in the sole discretion of Landlord from time to time with respect to particular or extraordinary costs or expenses which have been incurred by Landlord and/or the Center in respect of materials or services furnished at the request, with the consent of or otherwise required by any special use of the Common Area by Tenant as opposed to uses otherwise generally enjoyed by all tenants of the Center. Such Special Assessments shall be considered as additional rental under this Lease which shall be due and payable to Landlord upon demand.



ARTICLE 26

SIGNS

Tenant may affix and maintain only such signs, advertising, placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of Landlord as to type, size, color, location, copy nature and display qualities. Tenant shall have the right to replace, at its own expense, its business signs upon the Premises and upon the existing mall directories.

ARTICLE 27

DISPLAYS

Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and the permanent doorways of the Premises. Tenant further agrees not to install any exterior any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

ARTICLE 28

AUCTIONS

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

ARTICLE 29

HOURS OF BUSINESS

(INTENTIONALLY OMITTED)

ARTICLE 30

ASSIGNMENT OF RENTS

30.1. Assumption. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property which includes the Premises, Tenant agrees as follows:

(a) That the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder, or ground lessor, shall by notice sent to Tenant, specifically otherwise elect; and

(b) That, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises, or, in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor.

30.2. Leaseback. Where a party acquires Landlord's interest in property (whether land only, or land and building) which includes the Premises, and simultaneously leases the same back, such acquisition shall not be treated as an assumption of Landlord's position hereunder, and this Lease shall thereafter be subject and subordinate at all times to such Lease.

ARTICLE 31

FINANCIAL STATEMENTS

At any time during the term of this Lease, Tenant shall, upon ten (10) days prior written notice from Landlord, provide any institutional lender which is negotiating with Landlord for interim, construction or permanent financing, or refinancing during the term of this Lease, with a confidential current financial statement and financial statements for each of the two (2) years prior to the then current fiscal statement year. Such statement shall be sent directly to such institutional lender and not through Lessor. Such current statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

ARTICLE 32

COMPLIANCE WITH ECR

Tenant, as a material part of the consideration of this Lease, agrees that this Lease is subject to the ECR (referred to in Exhibit "A"), and agrees with and insures Landlord that Tenant and Tenant's officers, agents, employees,



contractors, suppliers, and invitees will conform to and comply with the terms and conditions of the ECR, and cooperate with Landlord's performance thereunder.

ARTICLE 33  
MISCELLANEOUS

- 33.1. Plats, Riders and Exhibits. Clauses, plats, riders, addendum, and exhibits, if any affixed to this Lease are a part thereof.
- 33.2. Waiver. The waiver by Landlord of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant, or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.
- 33.3. Joint Obligation. If there be more than one Tenant the obligations hereunder imposed shall be joint and several.
- 33.4. Marginal Headings. The marginal headings and titles to the Sections and Articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.
- 33.5. Time. Time is of the essence of this Lease and of the performance of each and all of its provisions in which performance is a factor.
- 33.6. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- 33.7. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.
- 33.8. Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.
- 33.9. Late Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after that said amount is past due, then Tenant shall pay to Landlord a late charge equal to ten percent (10%) of monthly rent, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Tenant hereby agrees that if Tenant is subject to a late charge for two (2) consecutive months, Minimum Rent for the following twelve (12) months shall automatically be adjusted to be quarterly rental, payable in advance, commencing upon the first day of the month following such consecutive late month and continuing for the next twelve (12) months on a quarterly basis in advance.
- 33.10. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- 33.11. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfil any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.
- 33.12. Partial Invalidity. Any provision of this Lease, which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

33.13. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

33.14. Choice of Law. This Lease shall be governed by the laws of the State of California.

33.15. Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amounts as the court may adjudge reasonable as attorney's fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

33.16. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

33.17. Subordination and Attornment. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be brought upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. The provision of this Section 33.17 to the contrary notwithstanding and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

33.18. Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by certified mail, return receipt requested, postage prepaid, or delivered in person addressed to the Tenant at the Premises, at the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by certified mail, return receipt requested, postage prepaid, or delivered in person, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in notice to the Tenant:

To Landlord at:

PACIFIC WEST MANAGEMENT  
16027 VENTURA BOULEVARD, SUITE 550  
ENCINO, CALIFORNIA 91436

To Tenant at:

TOWN OF MAMMOTH LAKES  
P.O. BOX 1609  
MAMMOTH LAKES, CALIFORNIA 93546

33.19. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than five (5) days prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing as follows:

(a) Certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and

(b) Acknowledging that there are not, to Tenant's knowledge, any incurred defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and

(c) Setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

33.20. Authority of Tenant. ~~If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.~~



33.21. Exhibits. The following Exhibits are attached to this Lease after the signatures and are incorporated herein by reference:

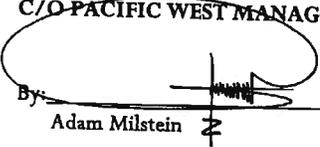
- Exhibit A - Center Legal Description
- Exhibit B - Site Plan
- Exhibit C - Tenant Improvements
- Exhibit D - Sign Criteria
- Exhibit E - Itemized List of CAM Expenses

**Landlord:**

**Tenant:**

MINARET VILLAGE SHOPPING CENTER  
C/O PACIFIC WEST MANAGEMENT

TOWN OF MAMMOTH LAKES,  
a California municipal corporation

By:   
Adam Milstein

By: 

Title: General Partner

Title: Town Manager

Dated: September 24, 2001

Dated: Sept. 21, 2001

EXHIBIT "A"

MINARET VILLAGE SHOPPING CENTER

Legal Description of Center

THE FOLLOWING is the legal description of the real property owned by Landlord commonly known as the Minaret Village Shopping Center:

Parcel 1 of Parcel Map No. 36-94 in the County of Mono, State of California, as per Parcel Map recorded in Book 2 Pages 51 and 51A of Parcel Maps, in the office of the County Recorder of said County.

SUBJECT TO an agreement entitled "Easements With Covenants and Restrictions Affecting Land" (ECR) which has been executed between Landlord (affecting the above-described real property) and Safeway Stores, Incorporated, a Maryland corporation (affecting Parcel 2 of Parcel Map No. 36-94 of Mono County, California). A copy of the ECR was and is recorded as Instrument No. 6824 in Volume 319, Page 243 of the Official Records of Mono County, California. A copy of the recorded ECR is on file in the office of Landlord.

EXHIBIT "E"

MINARET VILLAGE SHOPPING CENTER  
COMMON AREA MAINTENANCE COSTS

Rubbish Removal

Snow Removal

General Maintenance  
Parking Lot  
Common Area  
Closing  
Supplies, etc.

Water

Utilities  
Parking Lot  
Other

Elevator Maintenance

Landscaping

Telephone  
Elevator  
Security

Property Taxes

Insurance  
Fire, Flood, etc.  
Liability, Parking Lot  
Liability, Common Area

Replacement Reserve

Other

Fire Sprinklers  
Fire Alarms  
Walkway Lighting

ADDENDUM TO LEASE dated September 14, 2001 between Landlord MINARET VILLAGE SHOPPING CENTER, c/o PACIFIC WEST MANAGEMENT and Tenant TOWN OF MAMMOTH LAKES, a California municipal corporation.

34. SQUARE FOOTAGES:

The square footage of the various spaces making up the Premises to be leased by the Town are as follows:

<u>SPACE</u>	<u>USABLE SQUARE FEET</u>	<u>RENTABLE SQUARE FEET</u>
R/S-1.....	3,320	3,652
Q-2 .....	841	925
T .....	1,455	1,601
Suite 208.....	341	375
Suite 217.....	242	266
P (County Offices).....	6,977	6,977
Y .....	1,471	1,618
Z .....	4,250	4,675
Q .....	1,836	2,019.60
Suite 209.....	298	327.80
Suite 219.....	259	259 ( no load)
Suite 210.....	<u>867</u>	<u>954</u>
	<u>22,299</u>	<u>23,805</u>

35. COMMON AREA MAINTENANCE (C.A.M.) ESTIMATES: At the time of execution of this Lease, Tenant is aware that the current C.A.M. estimates at the Minaret Village Shopping Center are \$ 0.35 per square foot per month. Therefore, the estimated monthly payment shall be \$8,331.75.

36. OPTION TO RENEW: Landlord grants Tenant two (2) options to extend the Term of the Lease ("Options") for two Thirty (30) month periods (the "Option Terms"). The Options are granted on the following terms and conditions:

- a) Tenant shall exercise each Option by delivering written notice to Landlord of such exercise at least NINE (9) months prior to the expiration of each term..
- b) Tenant shall not be in default of the Lease at any time during the initial term or any extensions thereof.
- c) All terms and conditions of the Lease shall remain in full force and effect, except that the Minimum Monthly rent for the first year of each Option Term shall be increased over the Last year of the previous term in accordance with paragraph 4.2 (Minimum Monthly Rent Adjustment) of the Lease. During each Option the Minimum Monthly Rent shall be adjusted annually, in accordance with paragraph 4.2 of the Lease.
- d) All previously granted options shall be null and void and of no further force or effect.

37. TENANTS REIMBURSEMENT OF CAPITAL IMPROVEMENTS:

- a) Any single expenditure for capital improvements at the shopping center (excluding snow removal, taxes, insurance, assessments and utilities) which exceeds \$25,000.00 shall require Tenants prior written consent, although such consent shall not be unreasonable withheld.
- b) Article 7.2 Adjustment; paragraph 2 (ii) shall be modified to include that in the event there is a capital improvement expense totaling more than \$25,000.00 in any one year (per the reconciliation period), the Landlords fee to supervise and administer said capital improvement shall be not exceed eight percent (8%) of the total cost of such expense.

38. FIRST RIGHT OF REFUSAL: Tenant shall have the first right of refusal to Lease any space on the second floor which should become available. The Minimum Monthly Rent shall be based upon the same rental rate of the Lease at such time the space is available and shall be at the same terms and conditions contained in the Lease.



39. **SUBLETTING:** If Tenant sublets or assigns any of its leased space to another governmental agency, notwithstanding any provision of the Lease, Landlord will not be entitled to any additional rent.

40. **AS-IS:** Other than what is referenced herein, Tenant acknowledges and agrees that Landlord makes no representation or warranty, expressed or implied, with respect to the condition of the Leased Premises or its suitability to Tenant's intended use, and that Tenant accepts such Premises on an "AS-IS", "where-as" "with all faults" condition.

41. **ADDITIONAL CONDITIONS AND RESTRICTIONS:**

(a) Tenant is aware that there is designated parking for Tenant's employees. Parking in front of the premises is reserved for patrons only.

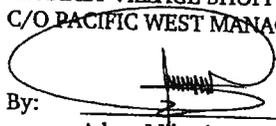
(b) Tenant hereby acknowledges that this Lease supersedes any prior agreements, oral or otherwise. In the event that there are conflicts between the Lease and prior written agreements the provisions of the Lease will prevail.

42. **CONFIDENTIALITY CLAUSE:** Tenant agrees that the terms and conditions of this Lease are confidential and that Tenant shall not discuss the terms and condition of this Lease with any prospective or existing tenants of the Shopping Center or with any other person at any time during the term of this Lease or any option period, and that any violation of this clause shall be deemed a material breach of this Lease.

Landlord:

MINARET VILLAGE SHOPPING CENTER  
C/O PACIFIC WEST MANAGEMENT

By:

  
Adam Milstein

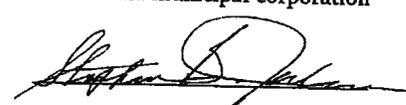
Title: General Partner

Date: September 24, 2001

Tenant:

TOWN OF MAMMOTH LAKES,  
a California municipal corporation

By:

  
Title: Susan Manager

Date: October 2, 2001



**LEASE RENEWAL AMENDMENT**

This Lease Renewal Amendment ("Amendment") is dated, for reference purposes only, September 3, 2009, and is made and entered into by and between MINARET VILLAGE SHOPPING CENTER c/o PACIFIC WEST MANAGEMENT, a California general partnership ("Landlord") and TOWN OF MAMMOTH LAKES, a California municipal corporation ("Tenant"). Unless otherwise defined herein, each capitalized term used in this Amendment shall have the same meaning ascribed to such term in the Lease.

**REFERENCE IS MADE TO THE FOLLOWING DOCUMENTS AND MATTERS:**

- A. That certain Lease by and between Landlord and Tenant, dated September 14, 2001 (the "Lease") for the premises located at 437 Old Mammoth Road, Mammoth Lakes, California 93546 and containing approximately 23,805 rentable square feet of floor area (the "Premises");
- B. That certain "Town of Mammoth Lakes Acceptance of 1<sup>st</sup> Option to Extend Lease for an Additional 30 Months" letter dated February 14, 2006, whereby Tenant exercised its 1<sup>st</sup> Option which commenced on October 1, 2006 and expired on March 31, 2009;
- C. Tenant has occupied the Premises on a month-to-month tenancy since April 1, 2009; and
- D. Landlord and Tenant now desire to renew the term of the Lease for an additional period of one hundred fifty (150) months, commencing on April 01, 2009 and to adjust the rental rate and certain other provisions of the Lease as provided in this Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein and in the Lease contained, and other good and valuable consideration, the parties hereby agree as follows:

- 1. **Renewal of Term.** The Term of the Lease is hereby renewed for one (1) additional period (the "Renewal Term") of one hundred fifty (150) months commencing on April 1, 2009 (the "Commencement Date of Renewal Term") and expiring on September 30, 2021, and notwithstanding the date of execution, the terms outlined in this Amendment shall be effective as of April 1, 2009.
- 2. **Rent.** Commencing on the Commencement Date of Renewal Term, Tenant shall pay to Landlord Fourteen Thousand Three Hundred Ninety-Five and 92/100 Dollars (\$14,395.92) as Minimum Monthly Rent for the period from April 1, 2009 through March 31, 2010.

*JG*

### 3. Minimum Monthly Rent Adjustments.

(a) **April 2010 and 2011 Rent Adjustments.** Minimum Monthly Rent shall be increased on April 1, 2010 and April 1, 2011 (each anniversary, an "Adjustment Date"). The adjusted Minimum Monthly Rent in effect on and after the first Adjustment Date shall be the Minimum Monthly Rent in effect just prior to the Adjustment Date in question multiplied by a fraction, the numerator of which is the CPI figure for the date that is three (3) months preceding the month during which the Adjustment Date in question occurs and the denominator of which shall be the CPI figure for the date that is three (3) months prior to the Commencement Date of Renewal Term, and the adjusted Minimum Monthly Rent in effect on and after the each subsequent Adjustment Date shall be calculated in the same manner but based on the percentage increase in the CPI over the immediately preceding twelve (12) month period. As used in this Article, the "CPI" means the Consumer Price Index for all Urban Consumers, Los Angeles - Anaheim - Riverside, California, All Items (1982-84=100) published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Bureau"), or, if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If the formula used is calculated from a base other than the base period 1982-84=100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If the described index shall no longer be published, another index generally recognized as authoritative shall be substituted by Landlord. In making such calculations, no effect shall be given to existing rent concessions or abatements (if any). Landlord shall not be required to give notice to Tenant of the amount of any Rent adjustment, and any such rent adjustment will occur on the Adjustment Date, regardless of whether or not such notice is given. Landlord's acceptance of a lesser amount of Minimum Monthly Rent from Tenant on or after an Adjustment Date shall not waive Landlord's right to demand or collect, retroactively or thereafter, the increased amount of the Minimum Monthly Rent. Notwithstanding the foregoing, in no event shall any increase in the Minimum Monthly Rent on an Adjustment Date be less than three percent (3%) nor more than seven percent (7%).

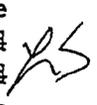
(b) **Rent Adjustments Commencing October, 2011.** Commencing on October 1, 2011, Tenant shall pay Twenty One Thousand Dollars (\$21,000.00) as Minimum Monthly Rent for the period from October 1, 2011 through September 30, 2012. Thereafter, on October 1, 2012 (said date, using the formula described in Section 3(a) above, being considered the first Adjustment Date) and on each successive October 1 through and including October 1, 2020 (each such date also being an Adjustment Date), the Minimum Monthly Rent shall be increased pursuant to the CPI formula and procedures set forth in Section 3(a) above, except that the denominator of which shall be the CPI figure for the date that is three (3) months prior to October 1, 2011. Notwithstanding the foregoing, and except for the increase occurring on October 1,

2011, in no event shall any increase in the Minimum Monthly Rent on an Adjustment Date be less than three percent (3%) nor more than seven percent (7%).

4. **Common Area Maintenance (C.A.M.) Estimates.** At the time of execution of this Lease, Tenant is aware that the current C.A.M. estimate at the Minaret Village Shopping Center is \$ 0.52 per square foot per month (i.e. Tenant's pro-rata share is \$12,378.60 per month). Monthly C.A.M. estimates shall continue to be payable upon execution of this Amendment. Pursuant to Article 7.2 of the Lease, Tenant shall be advised of the actual annual C.A.M. expenses and as to any future changes in the C.A.M. estimates.

5. **No Options to Renew.** Tenant has no options remaining under its original Lease and none are being granted in this Amendment.

6. **County Of Mono Space.** Tenant has sublet approximately 7,000 s/f of space within the Premises to the County of Mono, and the County of Mono currently occupies such space (hereinafter, the "Sublet Space"). Tenant has the right to continue subletting the Sublet Space to the County of Mono or to any other governmental entity without Landlord's prior written approval so long as all terms and conditions of the Lease are followed by such governmental entity and Tenant's parking requirements are not increased. Tenant may also sublease the Sublet Space to a non-governmental entity provided it has obtained Landlord's prior written consent, which consent shall not be unreasonably withheld, and provided that all of the terms and conditions of the Lease are followed by such subtenant and Tenant's parking requirements are not increased. If the County of Mono vacates all or any portion of the Sublet Space during the term of this Lease, and if the portion of the Sublet Space vacated by the County of Mono is not thereafter subleased by any subsequent subtenant, then Tenant, at its option, may be released from its obligations to pay the Minimum Monthly Rent and C.A.M. expenses attributable (on a per square foot basis) to that portion of the Sublet Space vacated by the County of Mono, so long as Tenant provides to Landlord at least ninety (90) days prior written notice of Tenant's intention of vacating all or a portion of the Sublet Space, as the case may be. ~~However, it is mutually agreed that if Tenant requests to be released from its responsibility to pay the Minimum Monthly Rent and C.A.M. expenses for the portion of the Sublet Space vacated by the County of Mono, then from the date that the Sublet Space is returned to Landlord and through the balance of the Term of the Lease, Tenant's Minimum Monthly Rent then in effect for the remainder of its Premises (which shall in no event be less than 16,805 sf) shall be immediately increased by fifteen percent (15%), and any subsequent CPI increases shall be calculated based on the rent payable pursuant to the foregoing provision. For purposes of example only, if the County of Mono vacates the Sublet Space and Tenant wishes to retain two thousand (2,000) square feet of the Sublet Space, thereby reducing the size of the Premises to eighteen thousand eight hundred and five (18,805) square feet, and the effective date of such reduction is November 1, 2014, and assuming at that date that the Minimum Monthly Rent was increased on October 1 of 2012, 2013 and 2014 by three~~

~~percent (3%), bringing the October 1, 2014 Minimum Monthly Rent to Twenty Two Thousand Nine Hundred and Forty Seven Dollars and 27/100 (\$22,947.27), the Minimum Monthly Rent shall be adjusted to Twenty Thousand Eight Hundred and Forty Six Dollars and 54/100 (\$20,846.5) ( $\$22,947.27 \times 18,805/23,805 \times 1.15$ ), and thereafter, the Minimum Monthly Rent on each subsequent Adjustment Date shall be calculated based on the Minimum Monthly Rent that went into effect on November 1, 2014. In the event that Tenant elects to vacate all or a portion of the Sublet Space, it shall return possession of same to Landlord and shall allow Landlord such reasonable access as is necessary and/or convenient for Landlord to reconfigure and/or re-demise the portion of the Sublet Space so vacated.~~ 

7. **Early Termination.** Tenant shall have the right to terminate the Lease ("Right to Terminate") on March 31, 2019, by giving Landlord written notice of Tenant's election to terminate ("Notice of Termination") on or before April 1, 2018. Should Tenant exercise its Right to Terminate, then, in addition to all other monetary obligations owed by Tenant to Landlord under the Lease, Tenant shall be required to pay an early termination fee ("Early Termination Fee") to Landlord on or before March 31, 2019. The Early Termination Fee shall be calculated using the following formula:  $23,805$  (the square footage of the Premises as of April 1, 2009)  $\times 12.4$  Cents  $\times 90$  months.

8. **Tenant Rent Credit.** To the extent, if any, that Tenant, from and after April 1, 2009 through the date this Amendment is executed, paid a higher Minimum Monthly Rent than specified in 4 above, Tenant shall receive a rent credit for the difference in Minimum Monthly Rent paid from April 1, 2009 through the date that this Amendment is mutually executed by Tenant and Landlord, with such credit equal to the excess Minimum Monthly Rent paid, and with such credit to be applied to the next installment of the Minimum Monthly Rent thereafter coming due.

9. **Brokers.** Tenant represents it has not retained, contacted or dealt with any real estate broker, salesperson or finder in connection with this Amendment and no such person initiated or participated in the negotiation of this Amendment. Tenant shall indemnify and hold Landlord harmless from and against any and liabilities and claims for commissions and fees arising out of a breach of the foregoing representation.

10. **Confidentiality Clause.** Tenant agrees that the terms and conditions of the Lease and this Amendment are confidential and, except as required by law or court order, Tenant shall not discuss the terms and condition of the Lease and this Amendment with any prospective or existing tenants at the Center or with any other person at any time during the term of this Lease or any option period, and that any violation of this clause shall be deemed a material breach of this Amendment.

11. **Landlord's Exculpation.** Notwithstanding anything to the contrary in this Lease, any judgment obtained by Tenant against Landlord shall be satisfied only out of

Landlord's interest in the Center and the rents receivable by Landlord therefrom. Landlord's general and limited partners, officers, directors, shareholders, members, managers, beneficiaries, agents and employees shall not have any personal liability for any matter in connection with the Lease or this Amendment or for the obligations of the Landlord regarding the Premises. Tenant shall not institute, seek or enforce any personal or deficiency judgment against Landlord or any of its general or limited partners, officers, directors, shareholders, members, managers, beneficiaries, agents or employees, and none of their property, except the Center, shall be available to satisfy any judgment hereunder.

12. **Miscellaneous.** Except for the provisions which are inconsistent with this Amendment and those terms, covenants and conditions for which performance has heretofore been completed, all other terms, covenants and conditions of the Lease, as amended hereby, shall remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control. Tenant warrants that Landlord is not in default of the Lease, as amended hereby, and no circumstances exist which with the passage of time or the giving of notice, or both, could ripen into a default. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

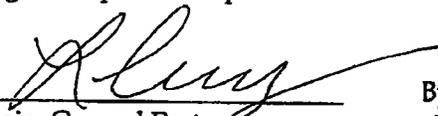
IN WITNESS WHEREOF, this Amendment is executed as of the day and year set forth below.

LANDLORD:

TENANT:

MINARET VILLAGE SHOPPING CENTER  
c/o PACIFIC WEST MANAGEMENT,  
a California general partnership

TOWN OF MAMMOTH LAKES, a  
California municipal corporation

By:   
Adam Milstein, General Partner

By:   
Robert F. Clark, Town Manager

By: Leo A. Schwarz, Attorney in-Fact

Date: 9/09/09

Date: 9/4/09

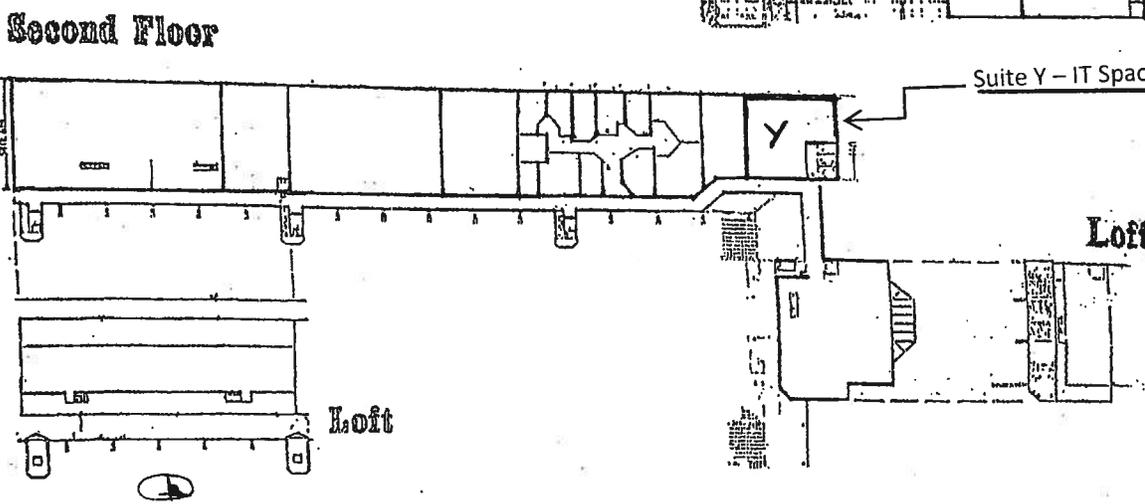
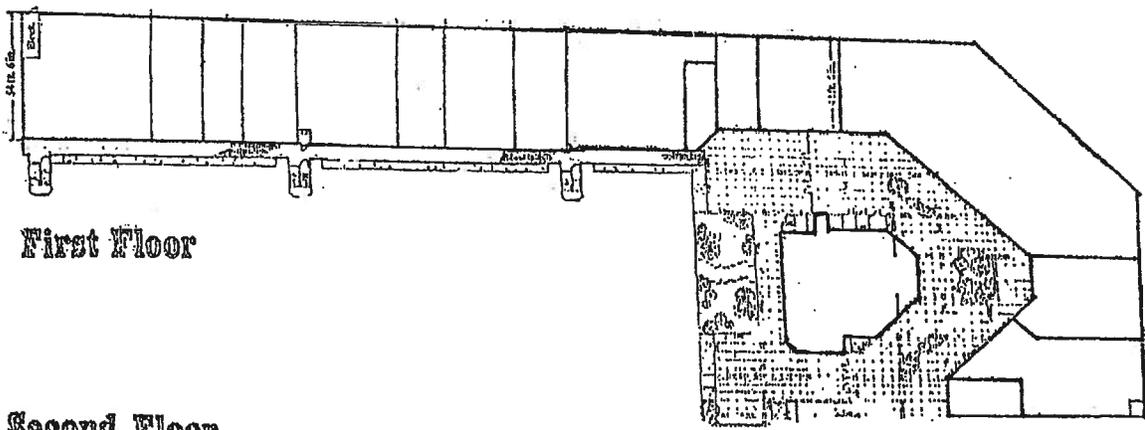
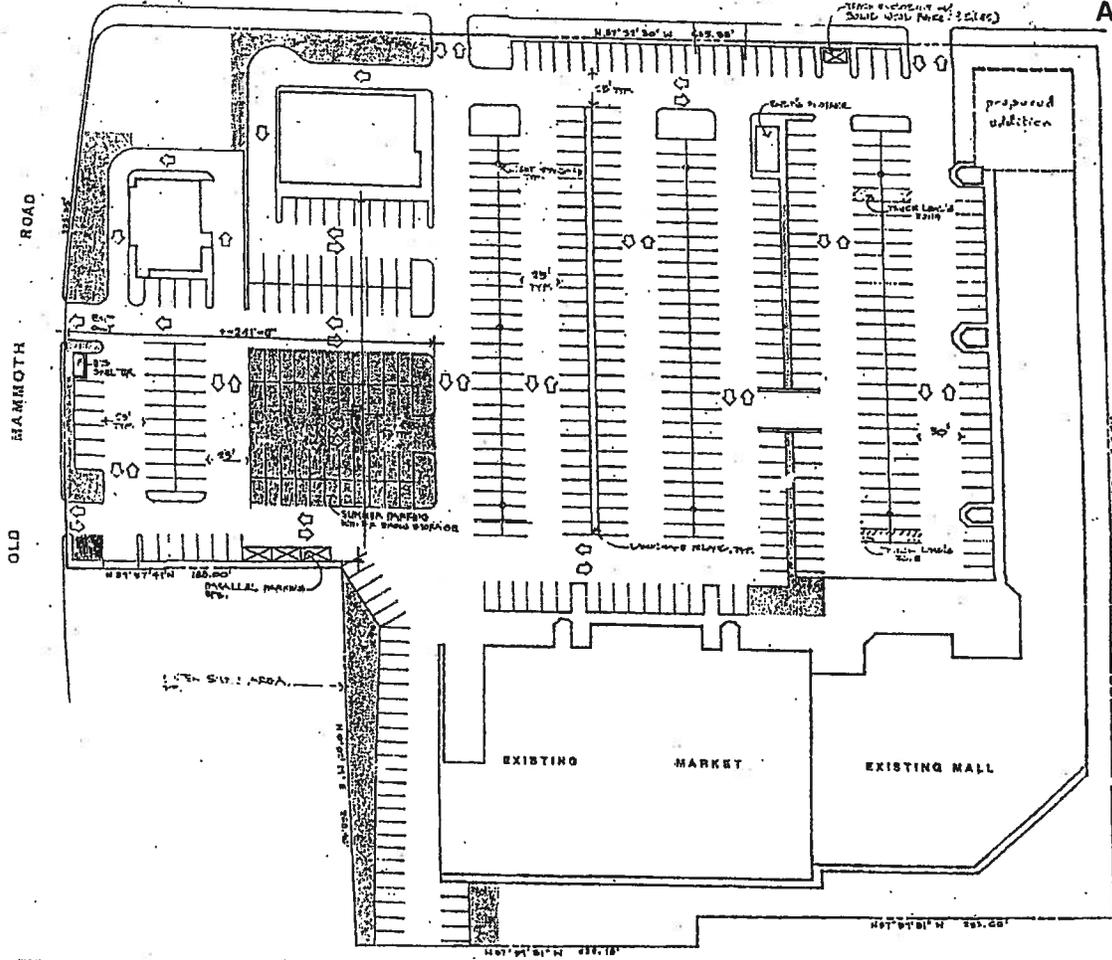
**ATTACHMENT – B**

**Mono County**

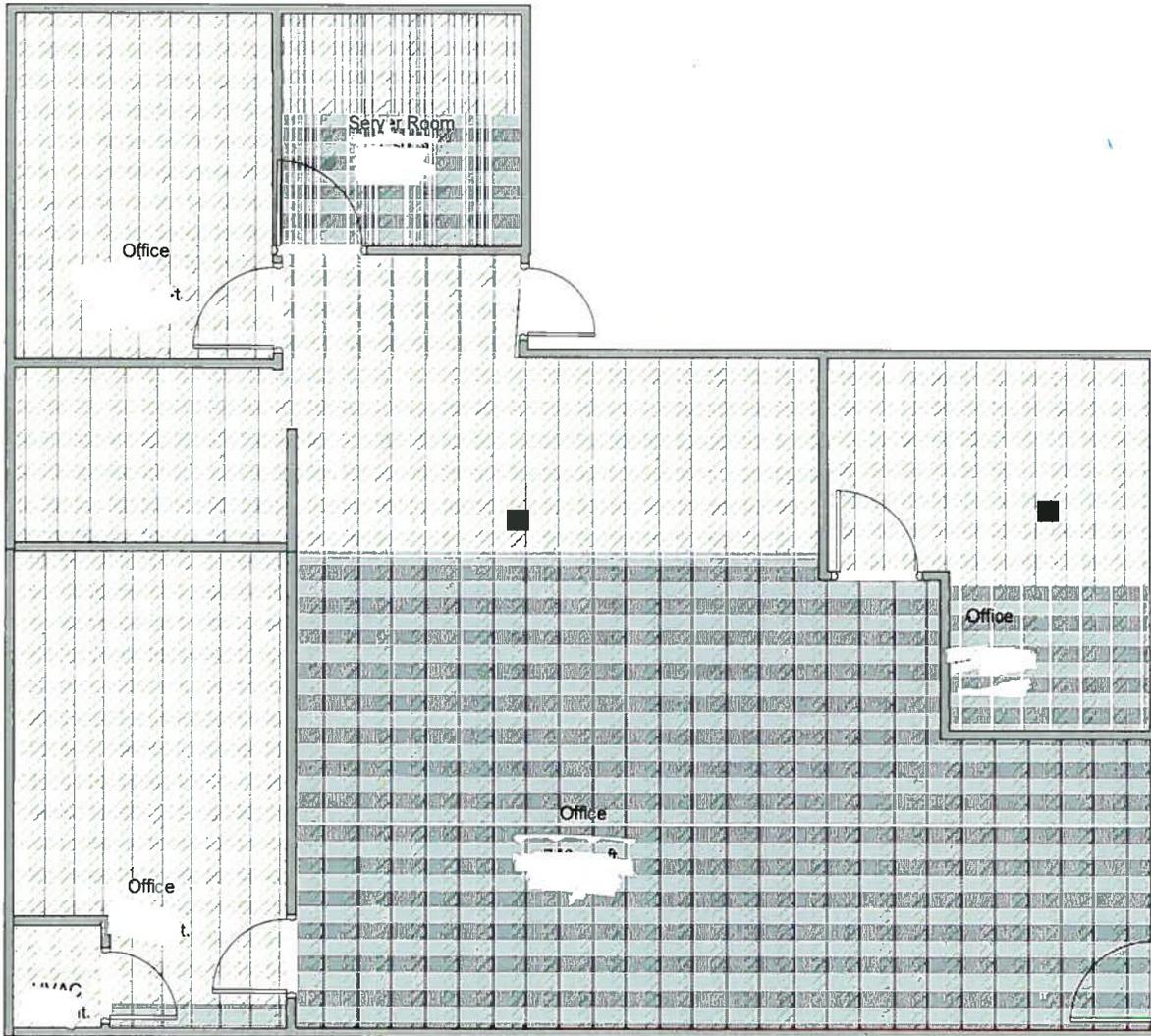
**IT Space Location**

**Suite Y – Second Floor**

**Minaret Village Shopping Center**



Draft  
Site Layout



Final Being updated for Document  
Attachment 13-2



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 11, 2014

**Departments: Human Resources**

**TIME REQUIRED**

**SUBJECT** Public Employment - County Counsel

**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 an employment agreement with Marshall Rudolph and prescribing the compensation, appointment and conditions of said employment.

---

**RECOMMENDED ACTION:**

Adopt proposed resolution #R14-\_\_\_\_\_, approving a new employment agreement for Marshall Rudolph, in the position of County Counsel, at a salary of \$14,029 per month and reappointing him for a term of four years effective from March 1, 2014 to February 28, 2018.

---

**FISCAL IMPACT:**

The cost of this position for the remainder of FY 2013-2014 (March 1st to June 30th) is approximately \$84,798 of which \$56,416 is salary; \$11,385 is the employer portion of PERS, and \$16,997 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2014-2015) would be \$254,394 of which \$169,248 is annual salary; \$34,154 is the employer portion of PERS, and \$50,992 is the cost of the benefits. For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive): \$14,768; New Contract Monthly Compensation: \$14,029; Difference (Monthly): \$739; Estimated Annualized Savings: \$8,868.

---

**CONTACT NAME:** Bill Van Lente

**PHONE/EMAIL:** (760) 932-5413 / 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

- [📄 Marshall Rudolph County Counsel Contract of employment](#)
  - [📄 Marshal Rudolph Appointment Resolution](#)
  - [📄 Marshall Rudolph Contract](#)
- 

### History

Time	Who	Approval
2/26/2014 11:21 AM	County Administrative Office	Yes
2/26/2014 12:51 PM	County Counsel	Yes
3/3/2014 10:47 AM	Finance	Yes



***COUNTY OF MONO*** – *County Administrative Office*  
**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517**  
**(760) 932-5412 ☐ FAX (760) 932-5411**

---

Bill Van Lente  
Director, Human Resources/Risk Management  
760.932.5413

To: Honorable Board of Supervisors  
From: Bill Van Lente, Director Human Resources/Risk Management  
Date: March 11, 2014

Subject:  
Employment Agreement of Marshall Rudolph, County Counsel.

Recommendation:  
Approve the Employment Agreement of Marshall Rudolph, in the position of County Counsel, at a salary of \$14,029 per month and reappointing him for a term of four years effective from March 1, 2014 to February 28, 2018.

Background:  
The Board of Supervisors starting in early 2013 sought to reduce the cost of the certain management employees under employment agreements as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for all affected employees who currently are in three different categories for compensation packages, and fairly compensate employees whose continued employment was sought by the County.

The three Tiers of affected employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those not eligible for performance pay but eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with affected employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier with no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs of affected employees primarily for those in Tier 1.

The parameters established were:

- Tier 1 - Employees (Car Allowance and Performance Pay employees) would have existing Performance Pay and Car Allowance combined into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director have been meeting with affected employees and updated contracts under these parameters.

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of management employees under contract. This direction will also address concerns about employment stability, inequity among affected employees and reduce costs.

It is expected that all affected employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the management group will be approximately \$66,000. However, there will be costs associated with greater fleet use; yet those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Discussion

County Counsel Marshall Rudolph received an outstanding evaluation by the Board in January of 2014. County Counsel Rudolph continues to provide excellent services to the County of Mono and his performance of duties is an invaluable component of responding to various challenges facing the County.

The Board directed the County Administrator to finalize a new contract for Mr. Rudolph which reflects the new contract parameters discussed above.

Fiscal Impact

The cost of this position for the remainder of FY 2013-2014 (March 1<sup>st</sup> to June 30<sup>th</sup>) is approximately \$84,798 of which \$56,416 is salary; \$11,385 is the employer portion of PERS, and \$16,997 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2014-2015) would be \$254,394 of which \$169,248 is annual salary; \$34,154 is the employer portion of PERS, and \$50,992 is the cost of the benefits.

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$14,768	\$14,029	\$739	\$8,868



## **AGREEMENT RE EMPLOYMENT OF MARSHALL RUDOLPH**

This Agreement is entered into this 1st day of March, 2014, by and between Marshall Rudolph and the County of Mono.

### **I. RECITALS**

Mr. Rudolph is currently the County Counsel of Mono County, having been duly appointed by the Mono County Board of Supervisors (most recently) on or about December 11, 2012, at which time an employment agreement was also entered into specifying the terms and conditions of said employment. The Board of Supervisors now wishes to reappoint Marshall Rudolph as County Counsel as of March 1, 2014 on the terms and conditions set forth in this Agreement and Mr. Rudolph wishes to accept such continued employment.

### **II. AGREEMENT**

1. Pursuant to Government Code Section 27640, the Mono County Board of Supervisors reappoints Mr. Rudolph as County Counsel of Mono County. As provided by Government Code Section 27641, Mr. Rudolph's reappointment shall be for a term of four years commencing on March 1, 2014. Any removal of Mr. Rudolph during that term shall also comply with Government Code Section 27641. At any time before the expiration of Mr. Rudolph's term, the Board may reappoint him for a subsequent term. The Board specifically wishes to consider reappointing Mr. Rudolph for a subsequent term on or about the time it completes his annual performance evaluation(s) and at each anniversary thereafter. The Board requests that Mr. Rudolph bring the issue of such reappointment to the Board's attention for its consideration at that time.
2. Mr. Rudolph shall have, exercise, and discharge the powers and duties set forth in Chapter 2.78 of the Mono County Code and Government Code section 27640 et seq., as they maybe amended from time to time, together with any additional powers and duties that may be granted or assigned to him by the Board of Supervisors.
3. Effective March 1, 2014, Mr. Rudolph's salary shall be \$14,029 per month. The Board may unilaterally increase Mr. Rudolph's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential renegotiation with respect to Mr. Rudolph's salary. During such negotiations the County shall consider and discuss the issue of increased

compensation with Mr. Rudolph in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Rudolph's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective March 1, 2014, Mr. Rudolph shall no longer be entitled to performance pay, and furthermore shall no longer be entitled to a monthly vehicle allowance, but rather the County Personnel System, sections 620 through 660, as then in effect, shall apply.)

4. Mr. Rudolph shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment is exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, Mr. Rudolph shall continue to be entitled to 80 hours of merit leave during each year of service under this Agreement. (Note: This Agreement does not add to or take away from the 80 hours of merit leave to which Mr. Rudolph was already entitled for calendar year 2014 under his former employment agreement.) Mr. Rudolph understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost.
5. Notwithstanding any contrary provision of the Management Benefits Policy, whenever Mr. Rudolph has accrued a minimum of 120 vacation hours, he may, upon written request, be compensated for up to 80 vacation hours of accrued vacation per year, instead of taking that time off. And Mr. Rudolph may be compensated for more than 80 vacation hours in the event that he ceases accruing vacation under said Policy as of January 1<sup>st</sup> of any calendar year, due to his having accrued more than two and one-half times his annual vacation day accumulation. In that event, Mr. Rudolph may be compensated for as many vacation hours as are necessary to reduce his accrued vacation hours to less than two and one-half times his annual vacation day accumulation (and thereby recommence accrual of vacation days under said Policy).
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Rudolph 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 2.7% at 55 for Mr. Rudolph), CalPERS medical insurance, County dental and vision coverage, and life

insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R13-46 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

7. The County shall pay all of the professional dues, subscriptions, and other expenses necessary for Mr. Rudolph's continuing and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional growth and for the good of the County. Such expenses include the reasonable costs of attending various educational programs that will provide Mr. Rudolph with credit toward his fulfillment of the state bar's Mandatory Continuing Legal Education (MCLE) requirements. The County particularly supports and encourages Mr. Rudolph's active participation in the County Counsels' Association of California and will pay his reasonable and necessary costs of attending at least three meetings each year hosted by that association, such as the annual fall meeting, mid-winter meeting, and spring civil-law meeting.
8. Mr. Rudolph 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. Rudolph 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. Rudolph'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).
9. This Agreement constitutes the entire agreement of the parties. It specifically supersedes the employment agreement between the parties entered into on or about December 11, 2012. Consistent with Mr. Rudolph's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Rudolph may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County

employee, to the extent the same may be relevant in determining such accruals or Mr. Rudolph's date of eligibility for or vesting of any non-salary benefits or for any other purpose.

10. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this Agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the compensation, appointment, and conditions of County employment and its authority under Section 27640 to appoint a county counsel. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Rudolph's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Rudolph's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
11. The parties acknowledge that this Agreement is executed voluntarily by them, without duress or undue influence on the part or on behalf of any party. The parties further acknowledges that they have participated in the negotiation and preparation of this agreement and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
12. The County understands and acknowledges that Mr. Rudolph has only represented himself and has not acted as the County's attorney with respect to the negotiation and preparation of this Agreement.

**III. EXECUTION:**

This Agreement shall be deemed executed as of March 1, 2014.

MARSHALL RUDOLPH

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_  
By: Larry K. Johnston, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim Kendall  
DISTRICT ATTORNEY



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Elections Division**

**TIME REQUIRED**

**SUBJECT** Help America Vote Act (HAVA) grant  
funding

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Agreement with the Secretary of State's office to provide Mono County with federal reimbursement funds to assist the County in, or reimburse the County for, complying with the requirements of Section 303(a) of the Help America Vote Act pertaining to a statewide voter registration system.

---

### RECOMMENDED ACTION:

Approve entry into agreement #13G30330 with the California Secretary of State for receipt of up to \$19,402.52 in federal funds to assist Mono County in complying with Section 303(a) of the Help America Vote Act pertaining to the Statewide Voter Registration System Project. Authorize the Mono County Registrar of Voters to sign said agreement, including future amendments if any.

---

### FISCAL IMPACT:

This \$19,402.52 in additional revenue not currently included in the budget. This is a reimbursement grant that will be budgeted as needed for voter registration system implementation.

---

**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](#)

- [HAVA grant funds](#)
- [HAVA grant document](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/26/2014 11:03 AM	County Administrative Office	Yes
2/26/2014 12:41 PM	County Counsel	Yes
3/3/2014 10:46 AM	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, Registrar of Voters  
Date: March 11, 2014

## Subject

VoteCal Statewide Voter Registration System Project ("VoteCal")

## Recommendation

Approve entry into agreement #13G30330 with the California Secretary of State for receipt of up to \$19,402.52 in federal funds to assist Mono County in complying with Section 303(a) of the Help America Vote Act pertaining to the Statewide Voter Registration System Project. Authorize the Mono County Registrar of Voters to sign said agreement, including future amendments if any.

## Discussion

The purpose of this agreement is to provide the County with federal reimbursement funds (HAVA funds) administered by the U.S. Election Assistance Commission (EAC) to assist the County in, or reimburse the County for, complying with the requirements of Section 303(a) of the Help America Vote Act. Section 303(a) requires that each state election official implement a single, uniform, official, centralized, interactive computerized statewide voter registration list, defined, maintained, and administered at the state level that contains the name and registration information of every legally registered voter in the state.

The California Secretary of State's development of a statewide voter registration system is known as VoteCal. This new system will impact county and state business processes, county and state voter registration systems, and a diversity of stakeholders, most significantly county elections officials and the Secretary of State Elections Division. Counties will be reimbursed for participation in specific SOS-approved support activities that may include meetings, training, testing, and data conversion and implementation.

## Fiscal Impact

\$19,402.52 revenue



**EXHIBIT A  
SCOPE OF WORK**

**A. NAME OF PROJECT**

This project shall be known as VoteCal Statewide Voter Registration System Project ("VoteCal").

**B. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the County of Mono ("County") with federal funds ("HAVA funds"), CFDA Number 90.401, administered by the U.S. Election Assistance Commission ("EAC"), to assist the County in, or reimburse the County for, complying with the requirements of Section 303 (a) of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA"), subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Section 303(a) of HAVA requires that each state election official implement a single, uniform, official, centralized, interactive computerized statewide voter registration list, defined, maintained, and administered at the state level that contains the name and registration information of every legally registered voter in the state.

The provisions of this Agreement are to be interpreted to further this purpose and County compliance with the mandates of HAVA Section 303(a).

The California Secretary of State's development of statewide voter registration system is known as VoteCal. The total VoteCal solution encompasses the VoteCal system, the remediated Election Management Systems ("EMS") modified to interface with the VoteCal system, and the new and revised voter registration business processes required to support VoteCal and HAVA compliance. Accordingly, VoteCal will impact county and state business processes, county and state voter registration systems, and a diversity of stakeholders, most significantly county elections officials and their staff and the Secretary of State ("SOS") Elections Division and Information Technology ("IT") Division staff.

This Agreement defines the types of County support activities necessary for the implementation of VoteCal and for which HAVA funds will be provided.

The VoteCal project team may establish recommendations or requirements for particular support activity events or sessions, such as: whether County participation is mandatory; the minimum number of staff required to participate; the maximum number of staff eligible to participate; the types of County staff recommended to participate (e.g., elections, IT, etc.); and, in some cases, the specific (individual) County staff to participate. The VoteCal project team will base such recommendations and requirements on factors such as the specific focus of the event, the number of such events planned, County or staff awareness of the project and SOS and county schedule and budget constraints.

County will be reimbursed only for participation in specific SOS-approved support activities.

The VoteCal project team will publish supplemental information prior to a SOS-approved support activity event or session providing additional details about the event to participants. This supplemental information may include, but is not limited to, event-specific information such as: event schedule and agenda (if applicable); type and number of staff requested and/or eligible to participate in the event; participants' responsibilities before, during and after the event; and, the type and extent of expenses that may be reimbursed for participation in the event.

The SOS-approved events will correspond to tasks planned, managed and conducted by members of the integrated VoteCal project team, which is comprised of the following four (4) solution teams: the SOS; the VoteCal system integrator, CGI Technologies and Solutions, Inc. ("CGI"); the DFM Associates ("DFM") EMS Remediation Services contractor; and, the Data Information Management Systems, LLC ("DIMS") EMS Remediation Services contractor. The VoteCal Project Director (or designee) will be the project contact for any questions about the County participation in any of the VoteCal support activities described herein.

**EXHIBIT A  
SCOPE OF WORK**

County support activities may include:

1. VoteCal Advisory Group Activities and Meetings. Attendance and participation in specific activities assigned to members of VoteCal advisory group(s) established to support the project's efforts. Members of such advisory groups will provide county or other stakeholder perspective and feedback on specific VoteCal topics, questions and concerns submitted to the advisory group by the VoteCal project team and, in some cases may forward county concerns to the project team for consideration. One such VoteCal advisory group has been established as of the time of this Agreement, the VoteCal Business Process Committee ("BPC"). The BPC is comprised of staff representing counties initially proposed by the SOS in conjunction with the California Association of Clerks and Elections Officials ("CACEO") in order to create a county advisory body membership representative of the diversity of California's county election officials' offices. The invited counties agreed to participate in the BPC with an understanding that the county representative designated by each member county is expected to represent the interests of California counties similar to their own county, not exclusively the needs of their specific county. The primary purpose of the VoteCal BPC is to evaluate project questions and concerns submitted by the VoteCal project team and to provide feedback and recommendations to the project team.

As a condition of participation in any VoteCal advisory group, County's staff will be expected to comply with all SOS and VoteCal Project policies related to confidentiality, privacy, use of the Internet and e-mail, sexual harassment, and political activities.

2. Requirements, Design and Solution Walk-through Sessions. The total VoteCal solution encompasses the VoteCal system, the remediated EMSs modified to interface with the VoteCal system, and the new and revised voter registration business processes required to support VoteCal and HAVA compliance as part of establishing single, statewide voter registration business process. In order to obtain and effectively manage county stakeholder input concerning the VoteCal solution, the project team will conduct walk-through, review and discussion sessions ("walk-through sessions") with designated county stakeholders at key points during the project. During the Planning and Design phases, these walk-through sessions may include, but not limited to: reviewing the VoteCal system requirements and high-level vision for modifying voter registration-related business processes and counties' EMSs to support those requirements; Fit-Gap analyses to assist in identifying the detailed requirements for revising the Data Information Management System (DIMS) and Election Information Management System (EIMS) EMSs to interface with VoteCal; VoteCal-EMS data standardization requirements and design; and, detailed design for remediating DIMS and DFM EMS respectively. One such Walk-through session was the VoteCal Solution Walk-through held on September 9th – 13th 2013, where selected counties received a multi-day presentation of VoteCal Solution and VoteCal plans. Walk-through sessions with county stakeholders may also extend into the Development and later project phases if needed.

These walk-through sessions may extend through the second quarter of calendar year 2015. To the extent feasible, County participants in such sessions will be expected to represent the interests of California counties similar to their own and not solely the needs of their respective counties.

These sessions will be designed to both provide information to and gather questions and feedback from county elections and IT staff participants. Participants may be asked to review project material in preparation for or as a follow-up to these sessions. The duration of each session will depend upon the information to be covered and will generally range from one (1) to five (5) business days. Most sessions will be conducted at the SOS main office in Sacramento; however, some sessions may be conducted elsewhere in the Sacramento area or in regional locations (e.g., at locations in northern, southern, eastern and western California). For a specific walk-through session, the VoteCal project team: will propose which counties shall be requested to participate; may specify the maximum number of staff from each proposed county to attend; and, in some cases, may propose the specific county staff participants.

## EXHIBIT A SCOPE OF WORK

If the County is selected to participate in a walkthrough sessions, County's employee representatives attending such sessions will be expected to comply with all SOS and VoteCal Project policies related to confidentiality, privacy, use of the Internet and e-mail, sexual harassment, and political activities.

County participants may be required to travel to participate in up to five (5) consecutive business days per session, which may also require overnight stays depending upon the location of the particular walk-through.

3. VoteCal Solution Training. All counties are expected to participate in VoteCal Solution training. The County is expected to assign elections staff as identified by the VoteCal project team to participate in, but is not limited to, regionally based VoteCal training sessions to learn the usage and operation of the remediated EMS and the revised and new voter registration business processes implemented as part of VoteCal. These regional training sessions will be conducted by EMS remediation services contractor staff and possibly other VoteCal project team members.
4. VoteCal Solution Testing Support. The County may be requested to participate in testing the remediated EMS and the interface between the remediated EMS and the VoteCal system in conjunction with VoteCal project team members and other SOS staff. This testing may also include conducting elements of User Acceptance Testing (UAT) of the VoteCal Solution (formal end-to-end testing) in conjunction with SOS Elections Division staff.
5. Data Conversion and Implementation. County will assign their elections staff (and IT staff as needed) to participate in data conversion, format and accuracy verification, and correction activities prior to upload of County data to the centralized statewide database. VoteCal anticipates that the majority of the work performed in support of this type of VoteCal support activity will take place at the County's office and will include, but not be limited to: reviewing data samples for data format, accuracy and other errors that might occur when County data is converted or migrated into the VoteCal-compliant database structure; correcting such errors when detected; revalidating final versions of County data prior to its upload to VoteCal; and, other support required to support the County's deployment to the remediated EMS and VoteCal.

This type of support may also include County staff attendance and participation in brief, informational and information-gathering workshops, presentations and meetings conducted when needed for purposes of educating project stakeholders about implementing VoteCal, facilitating organizational change, transition planning, and assisting the integrated VoteCal project team to gather as well as disseminate information essential to the successful implementation of VoteCal. The method for and location of this type of VoteCal support activity will vary depending upon the intended audience and purpose of the workshop and meeting (e.g., may be conducted in a county or regional location or within the SOS main office in Sacramento) and may be conducted with "in-person" presenters and attendees or electronically (e.g., via Web-Ex session) or utilizing some mixture of the two.

County may need to modify some in-house voter registration-related procedures to accommodate the single statewide voter registration business process required for VoteCal. While VoteCal will not reimburse County for staff time required to modify existing or develop new procedures, the VoteCal project team may provide County with general guidelines for such modification of procedures where appropriate.

**EXHIBIT A  
SCOPE OF WORK**

**C. PROJECT CONTACTS**

For contract administration purposes, the program representatives during the term of Agreement will be:

For County: Lynda Roberts PO Box 237 Bridgeport, CA 93517	For State: Secretary of State Contract Services 1500 11 <sup>th</sup> Street Room 460 Sacramento, CA 95814
Phone: (760) 932-5537	Phone: (916) 653-5974

For contract management purposes, the program representatives during the term of Agreement will be:

For County: Lynda Roberts PO Box 237 Bridgeport, CA 93517	For State: Karey Hart, VoteCal Project Contract Manager California Secretary of State 1500 11 <sup>th</sup> Street Sacramento, CA 95814
Phone: (760) 932-5537	Phone: (916) 653-4630 Fax: (916) 653-5634

For VoteCal Project management purposes, the program representatives during the term of Agreement will be:

For County: Lynda Roberts PO Box 237 Bridgeport, CA 93517	For State: Irene Wei, VoteCal Project Director California Secretary of State 1500 11 <sup>th</sup> Street Sacramento, CA 95814
Phone: (760) 932-5537	Phone: (916) 651-7288 Fax: (916) 653-5634

**D. USE OF FUNDS**

Any HAVA funds received pursuant to this program shall be used by County only for County's participation in SOS-approved events associated with the types of support activities described in Exhibit A – Scope of Work. As stated earlier in this Agreement, the VoteCal project will publish supplemental information to participants prior to conducting any SOS-approved event to provide additional event-specific information including information about the type and extent of expenses that may be reimbursed by VoteCal to any county participating in the event. For those expenses that VoteCal designates as reimbursable, the following general guidelines apply:

1. When VoteCal designates that transportation expense is a necessary and appropriate reimbursable expense for transportation to and from an event, rates for transportation expenses may not exceed the rates and conditions established by the California Department of Human Resources ("CalHR") <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx> or the normal county reimbursement rate, whichever is lower. Travel shall be inclusive of lodging if County's representatives must stay overnight to participate in a session and depending upon the location of the County and the support activity event or session. Reimbursement for transportation, travel and meal expenses may not exceed the rates and conditions established by the CalHR or the normal County reimbursement rate, whichever is lower. All travel and meal expenses must be substantiated with receipts.

**EXHIBIT A  
SCOPE OF WORK**

2. When VoteCal designates that County staff time expense is a necessary and appropriate reimbursable expense for participation in an event, County will be reimbursed the reasonable cost of "fully loaded" staff time (inclusive of payroll taxes and benefit expenses) for the County staff participating in the SOS-approved event. Such reimbursement will be at the employee's normal hourly rate or prorated salary, plus benefit expenses and payroll taxes for the actual hours participating in the event.

No reimbursement will be paid to County for indirect or overhead costs distributed to County for administrative support services that may be associated with this Agreement.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

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

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

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to County to reflect the reduced amount.

**3. Federal Funds**

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal years 2013/14 through 2016/17 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The Secretary of State has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS**

4. Failure To Properly Claim Maximum Amount Of HAVA Funds

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

5. Basis of Claims

Subject to the provisions of Paragraph 7, below related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph D (Use of Funds) of Exhibit A - Scope of Work.

6. Processing of Claims

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

- (1) Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any county staff for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract if the County's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

7. Application Of OMB Circular A-87

OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

8. Deadline For Processing Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim.

**EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS**

9. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

10. Deadline For Submitting Claims

The deadline for submitting any claim under this program is 60 (sixty) days after the expiration date of this agreement.

11. Multiple Claims

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

12. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

13. Order Of Processing

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

14. Work Outside Of The Scope Of Work

County staff are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final Agreement. The General Provisions - Information Technology will be included in the Agreement by reference to Internet site:  
<http://www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm>.

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

**SPECIAL TERMS AND CONDITIONS**

**A. AUDITING**

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.401. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
  - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
  - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
  - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

**B. GENERAL PROVISIONS**

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

3. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E Item 2, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at [http://www.osc.gov/documents/hatchact/ha\\_sta.pdf](http://www.osc.gov/documents/hatchact/ha_sta.pdf);
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 303(a) of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;
12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at [www.epis.gov](http://www.epis.gov).

14. Upon request, County agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

**EXHIBIT E  
ADDITIONAL PROVISIONS**

**ADDITIONAL PROVISIONS**

Secretary Of State Policy Regarding Political Activity In The Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

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

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

**EXHIBIT E  
ADDITIONAL PROVISIONS**

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

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





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Environmental Services Joint Powers  
Authority Alternate Designation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Mr. Tony Dublino in his capacity as Solid Waste Manager, has the expertise required to attend ESJPA meetings. By appointing Mr. Dublino as an additional alternate, he can not only attend meetings but vote and be counted as a quorum. Although Mr. Dublino has been attending these meetings in past years, this agenda item is to "officially" designate him as an alternate member of this governing board.

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### RECOMMENDED ACTION:

Appoint Mr. Dublino, Solid Waste Manager, to serve as Mono County's third alternate on the 2014 Environmental Services Joint Powers Authority (ESJPA).

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Shannon Kendall

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

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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

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### ATTACHMENTS:

Click to download

[ESJPA Staff](#)

[Designation Form](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/26/2014 12:32 PM	County Administrative Office	Yes
2/26/2014 12:48 PM	County Counsel	Yes
3/3/2014 10:49 AM	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 of the Board

Date:         March 11, 2014

**Subject:**

Designation of a third alternate for 2014 Environmental Services Joint Powers Authority (ESJPA).

**Recommendation:**

Appoint Tony Dublino, Solid Waste Manager to serve as Mono County's third alternate on the 2014 Environmental Services Joint Powers Authority (ESJPA).

**Discussion:**

Each year the Board of Supervisors elects alternates to serve on various Boards. Tony Dublino, in his capacity as Solid Waste Manager has the expertise required to attend the technical meetings associated with this Board. Tony needs to be a recognized delegate of this Board in order to vote or be counted as a quorum in any way. Although Tony has participated in past years at these meetings, this appointment will formalize his appointment as an alternate to this governing body.

**Fiscal Impact:**

None.

**Designation of 2014 Delegate and Alternate for  
Environmental Services Joint Powers Authority (ESJPA)**

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

**County:** \_\_\_\_\_

**Delegate:** \_\_\_\_\_

**Alternate:** \_\_\_\_\_

**Authorization:**

\_\_\_\_\_



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**TIME REQUIRED**

**SUBJECT** State Water Resources Control Board  
Notice

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Notice of Petition for Change received from the State Water Board seeking to bypass flow condition of the Fern Creek diversion facility from 200 gallons per minute (gpm) to 25 gpm.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**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:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

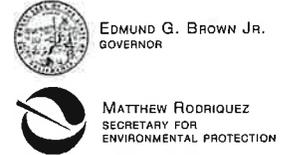
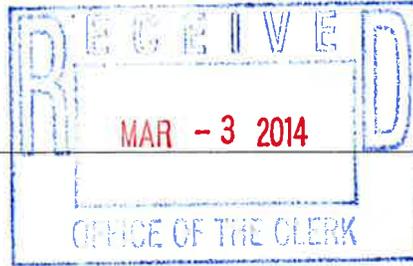
Click to download

[State Water Board](#)

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### History

Time	Who	Approval
3/3/2014 4:05 PM	Clerk of the Board	Yes



State Water Resources Control Board

**NOTICE OF PETITION FOR CHANGE  
FOR LICENSES 2039, 4358, 10837 AND 10838 AND PERMITS 7350, 7352, 18199  
AND 21185 (APPLICATIONS 5425, 4358, 17120, 20349, 11892, 12060, 26192 AND  
28609, RESPECTIVELY)**

COUNTY: Mono

STREAM SYSTEM: Fern Creek

June Lake Public Utility District filed petitions for change, seeking to modify the bypass flow condition of the Fern Creek diversion facility from 200 gallons per minute (gpm) to 25 gpm. Any correspondence directed to the Petitioner should be mailed to Paula Whealen, Wagner & Bonsignore, 2151 River Plaza Drive, Suite 100, Sacramento, CA 95833-4133 or by email at [pwhealen@wbecorp.com](mailto:pwhealen@wbecorp.com)

Summary of Water Rights

Sources:	<p>Unnamed Spring (a) – A5425, A9432, A11892, A12060, A17120, A20349, A26192          Unnamed Spring(b) – A11892          Unnamed Spring (c) – A11892, A12060          Fern Creek – A5425, A9432, A11892, A12060, A17120, A20349, A26192, A28609          Unnamed Stream – A11892, A12060</p>
Points of Diversion:	<p>Unnamed Spring (a) – SW ¼ of NW ¼ of Section 22, T2S, R26E, MDB&amp;M          Unnamed Spring (b) – NW ¼ of NW ¼ of Section 22, T2S, R26E, MDB&amp;M          Unnamed Spring (c) - NW ¼ of NW ¼ of Section 22, T2S, R26E, MDB&amp;M          Fern Creek – NW ¼ of SE ¼ of Section 21, T2S, R26E, MDB&amp;M          Unnamed Stream – NW ¼ of NW ¼ of Section 22, T2S, R26E, MDB&amp;M</p>
Amount:	<p>A5425 - 3,000 gallons per day (gpd), with 3.4 acre-foot per annum (afa) limit          A9432 – 0.025 cubic foot per second (cfs), with 17.9 afa limit          A11892 - 0.1cfs, with 40 afa limit          A12060 – 0.13 cfs, with 55 afa limit          A17120 – 13,000 gpd, with 4.2 afa limit          A20349 – 15,000 gpd, with 4.9 afa limit          A26192 – 0.03 cfs, with 21.7 afa limit          A28609 – 0.3 cfs, with 150 afa limit</p>
Season:	January 1 to December 31 of each year
Purposes of Use:	Domestic and Municipal (varies by water right)
Place of Use:	<p>Within the service area boundary of June Lake Public Utility District being SE ¼ of Section 8, within SE ¼ of NW ¼ and SW ¼ of Section 15, within SW ¼ of NW ¼ of S ½ of Section 16, within E ½ of Section 17, within NE ¼ of NE ¼ of Section 20, within N ½ of Section 21, within N ½ of NW ¼ of Section 22; all being within T2S, R26E, MDB&amp;M</p>

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**TIME REQUIRED**

**SUBJECT** Fish and Game Commission

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Correspondence dated February 20, 2014 from the Fish and Game Commission regarding transitioning from printed mail to electronic mailing lists. Additionally, this letter includes an agenda for an upcoming Marine Resources Committee.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Fish and Game](#)

### History

Time	Who	Approval
2/24/2014 12:56 PM	Clerk of the Board	Yes

**Commissioners**  
**Michael Sutton**, President  
Monterey

**Jack Baylis**, Vice President  
Los Angeles

**Jim Kellogg**, Member  
Discovery Bay

**Richard Rogers**, Member  
Santa Barbara

**Jacque Hostler-Carmesin**, Member  
McKinleyville

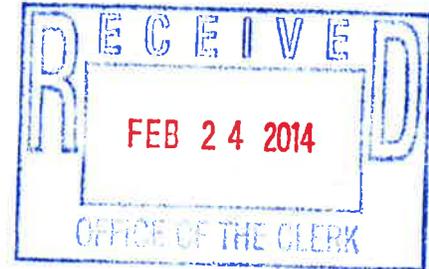
STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

## Fish and Game Commission



**Sonke Mastrup**, Executive Director  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899  
(916) 653-5040 Fax  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

February 20, 2014



Dear valued fish and game stakeholder,

Thank you for your ongoing interest in the work of the Fish and Game Commission. To enhance and expedite communication about the work of the commission, we are transitioning from printed mail to electronic mailing lists.

Please accept this invitation to join our electronic mailing list and begin receiving meeting agendas and regulatory notices about those subjects of interest to you. We do not sell, rent, or otherwise disclose your email address to any party for any reason. If you ever want to unsubscribe, you may do so by clicking on the link in any of the emails received from us.

We know you will find the electronic mailing list useful for keeping abreast of topics of interest to you in a more expeditious manner. For example, the enclosed committee meeting agenda was posted to our website and electronic mailing list on Friday, February 14; the committees play an important role in developing potential solutions for issues before the commission.

To join any of the agenda or regulatory notice lists, visit our website, [www.fgc.ca.gov](http://www.fgc.ca.gov), and click on the "join our electronic mailing list" link; you will then be asked to enter your contact information and select your areas of interest. If you need to remain on the print mail list, please send your full name and current mailing address to Caren Woodson no later than March 28, 2014. If you wish to continue receiving notices from us, you must sign up online or notify us of your desire to remain on the print list.

If you have any questions or encounter any problems with signing up, please contact me directly at [Caren.Woodson@fgc.ca.gov](mailto:Caren.Woodson@fgc.ca.gov) or 916.651.1329.

Sincerely,

A handwritten signature in cursive that reads "Caren Woodson".

Caren Woodson  
Associate Government Program Analyst

**Commissioners**  
**Michael Sutton**, President  
Monterey

**Jack Baylis**, Vice President  
Los Angeles

**Jim Kellogg**, Member  
Discovery Bay

**Richard Rogers**, Member  
Santa Barbara

**Jacqueline Hostler-Carmesin**, Member  
McKinleyville

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

**Sonke Mastrup**, Executive Director  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899

## Fish and Game Commission



[www.fgc.ca.gov](http://www.fgc.ca.gov)

### MARINE RESOURCES COMMITTEE

Committee Co-Chairs: Commissioner Rogers and Commissioner Sutton

#### Meeting Agenda

March 24, 2014, 12:00 p.m.

**Department of Consumer Affairs -- Hearing Room**  
**1747 North Market Boulevard**  
**Sacramento, CA 95834**

*All agenda items are informational and/or discussion only. The Marine Resources Committee does not have authority to make policy or regulatory decisions on behalf of the Commission. Please see important information about Committee procedures at the end of the agenda.*

1. INTRODUCTIONS
2. DISCUSSION OF COMMITTEE ORGANIZATION AND PROCEDURES
3. SCOPING OF POSSIBLE AMENDMENTS TO OCEAN SPORT FISHING REGULATIONS FOR 2015 (SECTIONS 2.00, ET AL., TITLE 14, CCR)
4. REPORT BY OCEAN SCIENCE TRUST ON ITS TECHNICAL REVIEW OF METHODOLOGY USED BY THE DEPARTMENT TO ESTIMATE RED ABALONE DENSITY
5. DISCUSSION OF RED ABALONE RECOVERY AND MANAGEMENT PLAN REVISION EFFORT AND NEXT STEPS
6. PRESENTATION AND DISCUSSION OF DRAFT LOBSTER FISHERY MANAGEMENT PLAN HARVEST CONTROL RULES AND TIMELINE
7. FUTURE AGENDA ITEMS
8. REPORT BY OCEANA ON ITS IMPLEMENTATION OF THE COMMISSION'S FORAGE SPECIES POLICY
9. PUBLIC COMMENT
10. ADJOURN

**2014 FISH AND GAME COMMISSION  
MEETING SCHEDULE**  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

<b>MEETING DATE</b>	<b>COMMISSION MEETING</b>	<b>COMMITTEE MEETING</b>
April 16	Crowne Plaza Ventura Beach 450 East harbor Boulevard Ventura, CA 93001	
April 17		<b>Tribal Committee –</b> Location and Time TBD
May 7		<b>Wildlife Resources –</b> Hiram W. Johnson State Office Bldg. 455 Golden Gate Ave. San Diego Room A/B/C San Francisco, CA 94102
June 4	River Lodge Conference Center 1800 Riverwalk Drive Fortuna, CA 95540	
June 5		<b>Tribal Committee –</b> Location and Time TBD
July 16		<b>Marine Resources –</b> Moss Landing Marine Laboratories 8272 Moss Landing Rd. Moss Landing, CA 95039
August 6	Hilton San Diego Mission Valley 901 Camino Del Rio South San Diego, CA 92108	
September 17		<b>Wildlife Resources –</b> Department of Fish and Wildlife (Fish and Game) 1740 North Market Blvd. Office of Training & Development Conference Room Sacramento, CA 95834
September 17		<b>Tribal Committee –</b> Location TBD
October 8	Mount Shasta Hatchery Museum 1 North Old Stage Road Mount Shasta, CA 96067	
October 9	<i>Joint meeting with Oregon DFW- TBD</i>	

November 5		<b>Marine Resources –</b> West Ed Building Ed Meyers Classroom 4655 Lampson Ave., Suite A Los Alamitos, CA 90720
December 3	Los Angeles	

## **IMPORTANT COMMITTEE MEETING PROCEDURES INFORMATION**

### **PERSONS WITH DISABILITIES**

These facilities are accessible to persons with disabilities.

1. To request reasonable accommodations for a disability, please contact the California Fish and Game Commission at (916) 653-4899 as soon as possible and no later than five (5) business days prior to the meeting.
2. For persons with a hearing or speech disability, please contact the California Relay Service as soon as possible and no later than five (5) business days prior to the meeting at 1-800-735-2929 (TTY) or 1-800-735-2922 (voice) and request your message be relayed to the California Fish and Game Commission.
3. If a request for an accommodation has been submitted but due to circumstances is no longer needed, please contact the California Fish and Game Commission at (916) 653-4899.

### **SUBMITTING WRITTEN MATERIALS**

The public is encouraged to comment on items on the agenda. You may submit your written comments by one of the following methods (only one is necessary): **Email to [fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov); fax to (916) 653-5040; deliver to California Fish and Game Commission, 1416 Ninth Street, Room 1320, Sacramento, CA 95814; or hand-deliver to a Committee meeting.**

Written comments received at the Commission office by March 12, 2014, at 5:00 p.m. will be submitted to the Committee prior to the meeting. Written comments received between March 12, 2014, at 5:00 p.m. and March 19, 2014, will be submitted to the Committee at the meeting. After March 19, five copies of written comments must be delivered at the meeting if you would like the Committee to consider them at the meeting; otherwise they will be delivered to the Committee after the meeting.

The Committee **will not** consider comments regarding proposed changes to regulations that have been noticed. If you wish to provide comment on an otherwise noticed item, please provide your comments during Commission Business meetings, via email or fax, or deliver to the commission office.

**NOTE:** Any materials provided to the Committee may be made available to the general public; please do not include any personal information beyond your name and city of residence unless you are comfortable with it being made public.

### **SPEAKING AT THE MEETING**

Committee meetings operate informally and provide opportunity for everyone to provide comment on agenda items. If you wish to speak on an agenda item, please follow these guidelines:

1. Raise your hand and wait to be recognized by the Committee.
2. Once recognized, please begin by giving your name and affiliation (if any) and the number of people you represent.

3. Time is limited; please keep your comments precise so that everyone has an opportunity to speak.
4. If there are several speakers with the same concerns, please try to appoint a spokesperson and avoid repetitive comments.
5. If you would like to present handouts or written materials to the Committee, please provide five copies to the designated staff member just prior to speaking.
6. If speaking during public comment, the subject matter you present should not be related to any item on the current agenda (public comment on agenda items will be taken at the time the Committee members discuss that item). As a general rule, public comment is an opportunity to bring matters to the attention of the Committee, but you may also do so via email, standard mail, and fax. At the discretion of the Committee, staff may be requested to follow up on the subject you raise.

### **WHEN WILL MY AGENDA ITEM BE HEARD?**

The Committee begins each session at the time listed on the agenda and generally considers each agenda item in the sequence listed, except in extraordinary circumstances.

### **VISUAL PRESENTATIONS/MATERIALS**

All PowerPoint presentations must be submitted by the written materials deadline (March 12, 2014, at 5:00 p.m.) and approved by the Commission Executive Director before the meeting.

1. All electronic formats must be Windows PC compatible.
2. Files created on a Mac are not supported.
3. It is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.
4. A data projector, laptop and presentation mouse will be available.

**LASER POINTERS** may only be used by a speaker during a presentation.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**TIME REQUIRED**

**SUBJECT** Recent Food Drive in Mammoth  
Lakes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Letter dated February 26, 2014 from Carolyn Balliet (Salvation Army Mammoth Lakes Committee) commending the Mono County Paramedics for recently volunteering to have a food drive in Mammoth Lakes.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Food Drive](#)

### History

Time	Who	Approval
3/4/2014 4:37 PM	Clerk of the Board	Yes

February 26, 2014

Salvation Army Mammoth Lakes Committee  
PO Box 9384  
Mammoth Lakes, CA. 93546

Mono County Board of Supervisors  
PO Box 715  
Bridgeport, CA 93517



Gentlemen:

The Mono County Paramedics recently volunteered to have a food drive in Mammoth Lakes to benefit those in our community who are struggling with not enough to eat. They initiated the idea, contacted us to find out what we needed in our Food Pantry and planned the event. It is an understatement to say they had an overwhelming response. They could tell there was an abundance and contacted Mammoth Mountain to give some of the donations to their employees. We were able to take some to the Mono County Social Services in Mammoth Lakes since their food pantry was essentially bare. No one will deny the importance of the emergency response service this organization provides, however they went far beyond the call of duty that Saturday and helped unite our community in a common cause. We commend them for all they do that goes unseen and thank them for their service.

Sincerely,

Carolyn Balliet  
Roger Barker  
co-chairmen



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      March 11, 2014

**TIME REQUIRED**

**SUBJECT**              Eastern Sierra Child Support Services  
Follow Up Memo

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Memorandum from Susanne Rizo, Esq. of Eastern Sierra Child Support Services, following up her Board presentation which occurred on 2/18/14.

\*\*\*\*\*

**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***

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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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[Eastern Sierra Child Memo](#)

**History**

Time	Who	Approval
2/28/2014 11:36 AM	Clerk of the Board	Yes

## Eastern Sierra Child Support Services

P.O. Box 1147, 230 W. Line Street  
BISHOP, CA 93515

### MEMORANDUM

**DATE:** 2/27/2014

**TO:** Mono County Board of Supervisors

**FROM:** Susanne Rizo, Esq., Director, Eastern Sierra Child Support



**SUBJECT:** FFY 12/13 Child Support Collection Update

Please allow this memo to follow up on our discussion of Mono County child support collections stemming from the child support presentation before your Board on February 18, 2014.

During Federal Fiscal Year (FFY) 2012-2013 the total child support collections distributed to families in Inyo and Mono Counties totaled \$2,691,040. Of that total distributed collection, Inyo County families received roughly 74% (\$1,979,216) while cases in Mono County received 26% of the total distributed collection or \$711,824.

The Mono County caseload which makes up 20% of the total cases (including those in locate) represents 26% of the total collections regional wide.<sup>1</sup> Conversely, 80% of the caseload represents Inyo County child support cases resulting in 74% of collections. The question was raised, why does the smaller caseload size in Mono County attribute to a greater collection percentage received relative to its portion of the cases?

#### **A. Possible Factors Resulting in Higher Distribution Totals for Mono County:**

Below we have outlined some possible factors that likely contribute to this slightly higher distributed collection by case load area.

##### **1. Average Order Amount on a Case by Case Basis:**

---

<sup>1</sup> The total caseload for the region as of September 2013 was 1706 cases. Of these, 334 cases are in Mono County for a total of 20% of the total case load; while Inyo cases total 1372 cases or 80% of the total caseload.

The average monthly current support order for a case in Inyo County is \$381.10. Comparatively, a Mono County child support order averages \$452.77 per month. This reflects a \$71.67 larger order on average for Mono County cases when compared to Inyo County cases indicating that the income level of the person's paying support may be slightly higher in Mono County than in Inyo County.<sup>2</sup> In addition, a greater number of Mono County cases owe current support than Inyo County cases which results in a higher collection amount on an average monthly basis among those cases paying support.<sup>3</sup>

2. Public Assistance and Tribal Caseload Data:

Of Mono's caseload roughly 48% were either currently receiving public assistance or formerly assisted, while 56% of Inyo County cases were currently receiving public assistance or formerly assisted. This further underscores the likelihood that incomes are higher in Mono County which impacts overall collections.

In 2013, only Inyo County had open tribal cases among its caseload. Tribal cases comprised 7.8% of Inyo County cases. Previously, Mono County did not have a Tribal TANF program. As of 2014, we are now receiving Mono County Tribal TANF referral cases. It is important to note, that given tribal sovereignty, a tribal employer is not required to honor an income withholding order issued by a foreign jurisdiction, in this case, a California Superior Court. Given that, collections on tribal cases in Inyo<sup>4</sup> have presented challenges not common among other cases.

I hope the above information is helpful. Please feel free to contact our offices should you have further questions.

c: Jim Leddy, Mono County Administrative Officer

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<sup>2</sup> Income is one of the predominant factors a court considers in ordering a child support amount.

<sup>3</sup> Current support cases are those defined as owing child support for minor dependents. Of the 334 Mono cases, 120 of them (or36%) owe current support, while of the 1372 cases in Inyo County, 396 or 29% owe current support, resulting in Mono County cases having a greater ratio of cases representing the higher order amount.

<sup>4</sup> In 2013, the Bishop Paiute Tribe was honored by the Child Support Director's Association of California for becoming the first tribe in the State to adopt its own ordinance to honor income withholding orders issued by the child support court.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      March 11, 2014

**Departments: Probation**

**TIME REQUIRED**      45 minutes (15 minute presentation; 30  
minute discussion)      **PERSONS APPEARING BEFORE THE BOARD**      Members of CCP

**SUBJECT**              Mono Realignment

**AGENDA DESCRIPTION:**

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

Presentation by Mono Community Corrections Partnership regarding Mono Realignment.

**RECOMMENDED ACTION:**

Receive report and consider and potentially ask questions. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Karin Humiston

**PHONE/EMAIL:** (760) 932-5572 / khumiston@mono.ca.gov

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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[Memo](#)

**History**

Time	Who	Approval
2/26/2014 11:03 AM	County Administrative Office	Yes
2/26/2014 12:38 PM	County Counsel	Yes
3/3/2014 10:30 AM	Finance	Yes



# MONO COUNTY PROBATION SERVICES

MAILING : P O . BOX 596, BRIDGEPORT, CALIFORNIA 93517

BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571

MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731

probation@mono.ca.gov

Stan Eiler  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

October 3, 2013

To: Honorable Chair and Members of the Board of Supervisors  
From: Karin Humiston, Chief of Probation, CCP Committee Chair  
Subject: Presentation and Overview of Mono County's Realignment Plan

**Recommended Action:**

Authorize the Chair and members of the CCP to provide an overview and update of Mono's Realignment plan.

**Fiscal Impact:**  
None

**Background:**

On October 1, 2011 the Public Safety Realignment Act (Assembly Bill 109) began as a response to the crisis of prison overcrowding. Realignment mandates that each County shall establish a local planning and oversight committee identified as the Community Corrections Partnership (CCP). This committee established the first plan for realignment and refined implementation, provided oversight of the process, oversaw expenditures and evaluated measurable goals. On October 5, 2011, the Mono County Board of Supervisors approved the CCP plan.

Since October of 2011, the CCP has evaluated variables which affect our community and make recommendations to provide evidence-based practices. The members have prepared a presentation for the Board of Supervisors to be delivered on November 12, 2013.

If you have any questions regarding this item, please contact Karin Humiston at 932-5572 or [khumiston@mono.ca.gov](mailto:khumiston@mono.ca.gov).

Respectfully submitted,



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Probation**

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

**SUBJECT** Budget Amendment - EBP-TIPS Grant

### AGENDA DESCRIPTION:

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

Budget amendment to increase revenue projections and expenditure appropriations for EBP-TIPS Grant which was approved by the Board of Supervisors on 8/6/13, and the grant match provided by AB109 funding.

### RECOMMENDED ACTION:

1) Amend the 2013-14 Board approved Juvenile Institutions budget as follows: Increase Federal grant revenue by \$50,000. Increase appropriation in operating transfers out by \$3,611, Professional and specialized services by \$45,889 and Travel and training by \$500. (4/5ths vote required). 2) Amend the 2013-14 Board approved Probation budget as follows: Increase Operating transfers in from realignment by \$70,000. Increase appropriation in operating transfers in from Juvenile Institutions by \$3,611 and increase Professional and Special Services by \$70,000 (4/5ths vote required).

### FISCAL IMPACT:

There is no impact to the General Fund because increased expenditures will be covered by grant funds and AB109 realignment funds.

**CONTACT NAME:** Susie Mohling

**PHONE/EMAIL:** 760-932-5570 / smohling@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**

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### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/26/2014 10:57 AM	County Administrative Office	Yes
2/26/2014 12:29 PM	County Counsel	Yes
3/5/2014 12:59 PM	Finance	Yes



# MONO COUNTY PROBATION DEPARTMENT

---

MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517

BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731  
probation@mono.ca.gov

Stan Eller  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

To: Honorable Board of Supervisors

From: Susie Mohling, Fiscal & Technical Specialist IV

Date: February 20, 2014

Subject - Budget Amendment - EBP-TIPS Grant

Adjust Probation Department budget to reflect revenues and expenditures for the EBP-TIPS Grant and the AB109/EBP funds exclusive for Probation.

Recommendation

Approve budget amendment to reflect Evidence-Based Practices to Improve Public Safety (EBP-TIPS) Grant revenue and expenditures. In the Juvenile Justice budget, increase revenues by \$50,000 and increase expenditures by \$50,000 in fiscal year 2013-14. Also approve budget amendment to reflect AB109 EBP revenue and expenditures. In the Probation budget, increase revenues by \$70,000 and increase expenditures by \$70,000 in fiscal year 2013-14.

Fiscal Impact

There is no fiscal impact to the General Fund.

Discussion

On August 6, 2013 we were authorized by the Board of Supervisors to apply for a \$250,000 EBP-TIPS Grant. On September 16, 2013 we received final approval for the grant from Board of State and Community Corrections (BSCC). This is a 2 year grant for the purpose of replacing our current Case Management System (CMS) with a system that allows for data warehousing and query. The grant is also to be used to create an Integrated Model for Mono County's youth through collaborations, Evidence Based Practice (EBP) and organizational development. This is a reimbursable grant and of this \$250,000, we expect to spend approximately \$50,000 in fiscal year 2013-14. Our Revenues would increase by \$50,000 in fiscal year 2013-14 as reimbursed by the grant and our expenditures would increase by \$50,000 leaving a net cost of zero dollars and no impact to the General Fund. We expect the remaining \$200,000 to be utilized in fiscal year 2014-15. There is a county contribution of \$100,000 which will be covered by additional funding from AB109/EBP which is exclusive for Probation. These funds will be used to cover the necessary additions to the program to allow us to use the CMS for our Adult cases as well.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Community Development, County Counsel, Economic Development**

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

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Wendy Sugimura, Stacey Simon

**SUBJECT** Mono County Comments on Draft  
Economic Analysis of the Listing and  
Critical Habitat Designation Proposals  
for the Sierra Nevada Yellow-Legged  
Frog and Yosemite Toad

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### AGENDA DESCRIPTION:

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

Presentation on the County's comments on the Draft Economic Analysis for the US Fish and Wildlife's proposed listing and critical habitat designation for the Sierra Nevada yellow-legged frog and Yosemite toad.

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### RECOMMENDED ACTION:

Approve, and authorize chairman to sign, comments from the County on the Draft Economic Analysis with any desired changes. Provide any desired direction to staff.

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### FISCAL IMPACT:

Undetermined at this time, based on future regulatory action by resource agencies.

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**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760.924.1814 / wsugimura@mono.ca.gov

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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:

Stacey Simon  
Alicia Vennos

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

 [Staff Report](#)

 [Proposed Comment Letter](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/5/2014 6:59 AM	County Administrative Office	Yes
3/5/2014 1:20 PM	County Counsel	Yes
3/3/2014 3:36 PM	Finance	Yes

# Mono County Community Development Department

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

## Planning Division

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

March 11, 2014

**To:** Mono County Board of Supervisors

**From:** Wendy Sugimura, Community Development  
Alicia Vennos, Economic Development

**Re: Mono County Comments on the Draft Economic Analysis of Critical Habitat Designation for Three Sierra Nevada California Amphibians**

### Action Requested

Approve, and authorize chairman to sign, comments from the County on the Draft Economic Analysis with any desired changes. Provide any desired direction to staff.

### Background

The Endangered Species Act requires the U.S. Fish and Wildlife Service to evaluate the probable economic impacts of the designation of critical habitat on proposed or ongoing activities. In the Ninth Circuit (and recently codified by the Service in its governing regulations), this involves isolating the “incremental” economic impacts resulting solely from the critical habitat designation, without considering any impacts associated with other, previously-existing (or “baseline”) protections. Included in the “baseline” protections is the species listing itself.

The *Draft Economic Analysis for the Three Sierra Nevada Amphibians* (DEA)<sup>1</sup> was released on January 10, 2014. It covers a 17-year timeframe and considers only the increased costs to federal agencies (and to a limited number of small entities) of section 7 consultation which will be required under the Act if the critical habitat designation is made. All other potential impacts are either assumed to result from “baseline” protections; to be outside of the scope of what the Service is required to consider under the Act; or to be de minimus.

While the Service’s legal obligation with respect to economic impacts is minimal – it is merely required to “consider” such impacts and there is no obligation for it to make any particular decision based upon them, this analysis can provide a basis for excluding areas from the final critical habitat designation (again, in the Service’s discretion), if the benefits of exclusion outweigh the benefits of inclusion.

### Discussion

A combined effort by legal counsel, planning, and economic development identified the following key points:

1. The DEA excludes economic impacts which are required by law to be considered by the Service prior to designating critical habitat.

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<sup>1</sup> Only the Sierra Nevada yellow-legged frog and Yosemite toad occur in Mono County.

2. The DEA should not exclude impacts merely because they cannot be analyzed quantitatively since new rules recently promulgated by the Service provide for qualitative analyses.
3. The Service cannot avoid analyzing economic impacts by declining to identify the restrictions or changes that will result from the critical habitat designation.
4. The DEA fails to include costs associated with additional analyses and process potentially required by the California Environmental Quality Act for lands designated as critical habitat.
5. Significant economic impacts to Mono County and its residents and businesses will result from the proposed critical habitat designation.
6. The DEA inappropriately isolates the incremental impacts of the proposed critical habitat designation for proposed areas that do not contain species populations.
7. The DEA contains data errors and omissions.
8. The cumulative impacts of critical habitat designations and/or listing for other species (e.g., the sage grouse) should be considered.

The comment letter further concludes that:

- Critical habitat should not be designated (or should be limited to wilderness areas that are not highly utilized) due to lack of benefits.
- The DEA is legally inadequate due its failure to analyze types of impacts required by law to be considered by the Service prior to designating critical habitat.
- Unoccupied areas must be extracted from the units and analyzed separately.

The deadline for comments is today, March 11, by 9:00 pm. The final listing decision and critical habitat designation for the three amphibians is expected in April 2014.

This staff report was reviewed by the Community Development Director. Please contact Stacey Simon (760.924.1704, [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)) or Wendy Sugimura (760.924.1814, [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov)) with any questions.

**Attachments:**

1. Mono County Comments on Draft Economic Analysis of Critical Habitat Designation for Three Sierra Nevada California Amphibians



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*

March 11, 2014

Public Comments Processing  
Attn: FWS -R8-ES-2012-0100 or FWS-R8-ES-2012-0074  
Division of Policy and Directives Management  
U.S. Fish and Wildlife Service  
4401 N. Fairfax Drive, MS 2042-PDM  
Arlington, VA 22203

**RE:    Mono County's Comments on Draft Economic Analysis of Critical Habitat Designation  
for Three Sierra Nevada California Amphibians**

The Mono County Board of Supervisors appreciates the opportunity to comment on the *Draft Economic Analysis of Critical Habitat Designation for Three Sierra Nevada California Amphibians* released for public review on January 10, 2014 (the "DEA" or "the Draft Economic Analysis"). Section A of this letter focuses primarily on legal issues raised by the DEA, while Section B provides the Service with specific information regarding economic impacts within Mono County which was excluded from the DEA and outlines additional omissions and/or errors that further call into question the document's legal adequacy.

### **A. LEGAL ISSUES RAISED BY THE DRAFT ECONOMIC ANALYSIS**

- 1. The Draft Economic Analysis does not provide the Service with the information necessary to meet its legal obligations under the Endangered Species Act— impacts of the designation on non-Federal activities must also be considered.**

Most strikingly, the *Draft Economic Analysis* addresses **only one** potential economic impact associated with the designation of **more than two million acres**<sup>1</sup> of land across seventeen different counties throughout California. However, that impact – increased costs to federal agencies (and to a limited number of small entities) resulting from mandatory section 7 consultation – is not the only probable economic impact which the Service is legally obligated to consider under section 4(b)(2) of the Endangered Species Act (the "Act").

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<sup>1</sup> 1,105,400 acres for the Sierra Nevada yellow-legged frog, 221,498 acres for the DPS of mountain yellow-legged frog and 750,926 acres for the Yosemite toad, for a total of 2,077,824 million acres.

Under the Act, the Service must consider all economic impacts of its action on proposed or ongoing activities prior to designating critical habitat. “Prior to finalizing the designation of critical habitat, the Secretary will consider the probable economic . . . impacts of the designation upon proposed or ongoing activities.” (50 CFR § 424.19 (b); *see also* 16 U.S.C. § 1533(b)(2).) Such consideration must include *all* probable economic impacts. “The Service must show . . . that it *considered all* potential economic impacts of the designation.” (*Alaska Oil and Gas Assoc. v. Salazar*, 916 F.Supp.2d 974, 993 (D. Alaska. 2013), emphasis in original, bold type added.)

Contrary to what is presented in the DEA, probable economic impacts include both impacts to federal activities resulting from the designation of critical habitat and ***impacts to non-federal activities that would be affected by the resulting constraints imposed on federal activities***:

The activities in question are of two kinds: (1) they are the federal activities that, if the designation is made, would be subject to the section 7 requirement that they be conducted in such a way as to avoid placing the species in jeopardy or destroying or adversely modifying critical habitat; and (2) ***they are the non-federal activities that would be affected by the section 7 constraints on the federal activities*** (DOI Solicitor General Memorandum-37016, Oct. 30, 2008, pp. 15-16, emphasis added, hereinafter “DOI 2008”).

Interestingly, the same mistaken description of impacts required to be considered under 4(b)(2) and, as a result, actually considered in the DEA, is repeated in the Federal Register notice of revisions to 50 CFR § 424.19. (*See* 78 FR 53058-13, 2013, hereinafter the “Notice”.) Specifically citing DOI 2008, the Notice describes the economic impacts which must be considered under section 4(b)(2) of the Act as limited to the cost to federal agencies of mandatory section 7 consultations. “The activities at issue are only those that would require consultation under section 7 of the Act. *See* DOI 2008 at 10-12 . . . [f]or the purpose of the impacts analysis required by the first sentence of section 4(b)(2) of the Act, the incremental impacts are those probable economic, national security, and other relevant impacts of the proposed critical habitat designation on ongoing or potential ***Federal*** actions.” (78 FR 53058-01, 2013, 53061-62, emphasis added.)

However (as previously indicated) DOI 2008, which is the source cited by the Notice, in reality says something different. It specifically provides that non-federal activities which would be affected by section 7 constraints on federal activities are within the range of activities to be analyzed. And DOI 2008 is consistent with a long line of case law on this point. (*See e.g., Cape Hatteras Access Preservation Alliance v. U.S. Dept. of Interior*, 731 F.Supp.2d 15, 31 (DC.C. 2010): economic analysis considered impacts of lost trips due to beach closures; *Alaska Oil and Gas Assoc., supra*, at p. 993: Service considered *all* economic evidence provided by Plaintiffs and other sources; *Arizona Cattle Growers’ Assoc. v. Salazar*, 606 F.3d 1160, 1174 (9<sup>th</sup> Cir. 2010): discussing Service’s duty to perform a thorough economic analysis; and *Middle Rio Grande Conservancy District v. Babbitt*, 206 F.Supp.2d 1156 (D. NM. 2000): rejecting the Service’s draft economic analysis and critical habitat designation for failing to consider impacts of the designation of farming and other private interests.)

Further, the DEA's claim that under a "strict interpretation of the Regulatory Flexibility Act (RFA) only Federal agencies are directly regulated by the designation of critical habitat" (DEA at p. ES-14, ¶ 29) is not only a strained and unlikely reading of the RFA, but also does not excuse the Service from consideration of economic impacts to small entities (and others) under section 4(b)(2).

In short, the DEA's overly-narrow construction of section 4(b)(2) is contrary to the law and has resulted in the omission from the document of a significant amount of information which the Service is legally obligated to consider.

## **2. The Service can no longer segregate and then disregard probable economic impacts on the basis that they are not quantifiable.**

Prior court decisions within the Ninth Circuit have allowed the Service to meet its obligation to consider probable economic impacts by analyzing only those impacts that the Service, in its discretion, deemed to be certain and quantifiable (historically, the costs of section 7 consultation). Deference was given to the Service's determination that other types of impacts were "unquantifiable" and therefore uncertain and excludable. "Those costs that were uncertain or speculative . . . were not included in the total potential incremental economic impact. The uncertain costs were deemed unquantifiable by the Service and were dealt with on a qualitative level . . . ." (*See Alaska Oil and Gas, supra*, at p. 993.)

The limitations of this past approach are obvious. As noted by the *Alaska Oil* Court itself (even while affirming the Service's actions): "It is arguably misleading for the Service to represent that the total potential incremental cost of the designation actually includes a complete picture of all the costs that could be incurred as a result of the designation." (*Id.*) In other words, according to the court, to quantify the economic impact of critical habitat designation by including only the costs to federal agencies of section 7 consultation is misleading and does not provide a complete picture of all of the costs which could result from the designation. The court further notes that "[t]he way in which the analysis was used is far from ideal or even the most reasonable." (*Id.*)

It is perhaps with these limitations in mind that the revised 50 CFR § 424.19, which took effect on October 30, 2013, specifically provides that economic analyses may be performed **on a qualitative or quantitative** level. The language of the revised rule explicitly recognizes that impacts which may only be (or may be better) analyzed qualitatively are properly addressed in an economic analysis. Under the revised rule, impacts may no longer be excluded from the final determination of potential incremental economic impact merely because they are not capable of being analyzed quantitatively.<sup>2</sup>

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<sup>2</sup> It is worth noting that, even though the FWS described the impacts as uncertain or speculative in *Alaska Oil and Gas*, those impacts were apparently capable of being analyzed qualitatively, since that is precisely what occurred.

### **3. The Service cannot avoid consideration of probable economic impacts by declining to identify what restrictions or changes are likely to result from the designation.**

The proposed critical habitat designation for the three amphibians would cover *more than two million acres* of land across *seventeen different counties* throughout California. In Mono County, where the primary economic, cultural, and social drivers are tourism and recreation,<sup>3</sup> and the majority of those uses occur on federal lands (e.g., US Forest Service lands), which themselves make up approximately 62% of the county's total land base, the designation will have profound and far reaching impacts. Yet restrictions on activities on federal lands within and adjacent to Mono County which will result from the designation – and their effects on the local economy, businesses, agriculture, and people – are simply not addressed in the DEA.

Any such impacts are dismissed as either too speculative or uncertain, are found to be zero, or are otherwise excluded from review. The Service cannot evade economic review merely by claiming that impacts cannot be predicted, yet this is precisely what it does. The DEA explains that “[a]t this time . . . the Service is unable to predict the types of projects that may require different conservation efforts. Thus impacts occurring under such circumstances are not quantified in this analysis. We focus on quantifying incremental impacts associated with the additional administrative effort required when addressing potential adverse modification of critical habitat in section 7 consultation.” (DEA p. ES-6.)

In *Middle Rio Grande Conservancy District v. Babbitt*, the Service's designation of critical habitat was struck down because it had failed to adequately acknowledge and consider probable economic impacts. Specifically, the draft economic analysis did not acknowledge the impacts to irrigators and other users of water from the river resulting from the critical habitat designation. “. . . [F]arming in the Middle Rio Grande Valley is put at serious risk by designating the entire middle river as critical habitat and requiring a continuous flow through its 163 miles . . . [but] . . . FWS dismiss[es] the probability of a vast shift in New Mexico's economy, culture, ecology and social life as wholly unremarkable.” (*Middle Rio Grande Cons. Dist. v. Babbitt*, 206 F.Supp.2d 1156, 1180 (D.NM 2000).)

In rejecting the Service's draft economic analysis, the *Middle Rio Grande* court noted that “completely ignoring human and economic impact directly counters the intent of the Endangered Species Act and is an unacceptable approach to fulfilling ESA responsibilities.” (*Id.*). The court additionally faulted the Service for failing to “demonstrate any careful identification or weighing of pertinent facts, any meaningful consideration of the concerns and opinions of state and federal authorities or any regard for the several entities with direct involvement with the issues to be decided . . . even as to subject matter which is within another agency's expertise and not its own.” (*Id.*)

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<sup>3</sup> The Mono County Tourism Commission Economic Impacts and Profile of Mono County Visitors calculates total annual direct and indirect spending associated with tourism and recreation at \$517.4 million. A distant second is agriculture, including grazing – also affected by the designation.

Ignoring such impacts with the simple statement that they are “unpredictable” does not make this DEA any less infirm than the one struck down in *Middle Rio Grande* and other cases. While the critical habitat designation in *Middle Rio Grande* was accompanied by flow requirements restricting use of water from the river, the solution here is not to disclaim knowledge of likely future restrictions or delay determining what those restrictions may be so as to avoid considering them. If the law allowed such a sleight of hand, then the Act’s requirement that an economic analysis be conducted prior to designation would be completely meaningless.

Finally, in those instances where the DEA actually does attempt to analyze an impact, its conclusion is that there is no impact (other than the costs of section 7 consultation), because there will be no modification to activities resulting from the designation. While this may be a convenient way to streamline (or avoid) analysis, it belies the very need to designate critical habitat in the first instance. If no changes to proposed or ongoing activities will result from the designation and/or the section 7 consultation (i.e., if no changes are necessary to protect the species), then why make the designation? <sup>4</sup> And given that the Secretary’s ultimate decision to exclude or include land as critical habitat involves a weighing of benefits and impacts, wouldn’t the lack of a benefit be outweighed even by the cost (and inconvenience) of a section 7 consultation which, by the DEA’s own admission, results in no alteration to the activities at issue? As the DEA states, “Because project modifications are not anticipated at this time, in this instance, critical habitat designation will likely add minimal incremental conservation benefits to those provided by baseline conservation actions.” (DEA p. ES-14.)

**4. The DEA fails to include costs associated with additional reviews required by the California Environmental Quality Act for lands designated as critical habitat.**

Under the California Environmental Quality Act (CEQA) whenever a public agency authorizes, approves, funds, or carries out an activity that will result in a physical change to the environment, it is required to undertake an environmental review. (See Cal. Pub. Res. Code §§ 21000 et seq.) An Environmental Impact Report (EIR) is required whenever a “fair argument” can be made based on substantial evidence in light of the whole record, that the project may have a significant effect on the environment. (See *County Sanitation District No. 2 of Los Angeles County v. County of Kern* 127 Cal. App. 4<sup>th</sup> 1554.) Accordingly, CEQA sets a very low bar for when an in-depth EIR (with its attendant public and agency comment and review procedures) must be prepared. Even when the bar is not reached, a negative declaration, which also requires circulation, agency and public comment and environmental analysis, will frequently be required.

As recently noted by the Service in the Federal Register Notice, costs subject to consideration under section 4(b)(2) “can result if the designation triggers compliance with separate

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<sup>4</sup> See e.g., DEA at p. 4-5, explaining that CDFW has indicated that “its fish stocking activities are not likely to affect the species or its habitat” and therefore concluding that, if the Service concurs with CDFW’s position, then “the incremental costs of critical habitat designation are limited to the administrative costs of the additional effort to address adverse modification through consultation.” In other words, the critical habitat designation will have no benefit and will not engender any changes to the CDFW’s current activities, but it will still cost CDFW and the Service because they will have to go through a section 7 consultation. Is this a good use of public dollars?

authorities that are exercised in part as a result of the Federal critical habitat designation (e.g., additional reviews, procedures, or protections under legal authorities of States or local jurisdictions (*see* DOI 2008 at 22-23.))” (78 FR 53058-01, 2013.)

Under CEQA, the presence of critical habitat will often trigger (or require higher levels of) environmental review than would have been required absent the designation (*see e.g.*, 14 CCR § 15065, describing mandatory findings of significance under CEQA requiring the preparation of an EIR). And even where there is no mandatory finding of significance, in actual practice the fact that a proposed project involves critical habitat elevates the level of review. For example, additional studies will generally be prepared to demonstrate that the species is not present at the site of the proposed project or, if it is, that it would not be impacted by the proposed activities. Finally, it is not uncommon for projects subject to CEQA under state law to involve federal funds, approvals, or agencies – thereby impacting the federal government. Recent examples in Mono County include the Rock Creek Road and Convict Road Rehabilitation Projects, both of which involved federal highway funds and Forest Service lands and both of which required review under CEQA as well as NEPA.

The DEA improperly excludes a discussion of the additional costs of processing projects under CEQA due to the designation.

## **B. ECONOMIC IMPACTS WITHIN MONO COUNTY AND OTHER OMISSIONS/INFIRMITIES OF THE DEA**

### **1. Significant economic impacts to Mono County and its residents and businesses will result from the proposed critical habitat designation.**

The lack of identification of potential restrictions likely to result from the designation causes significant economic uncertainty for Mono County, its residents and businesses, and other entities. At stake for Mono County is \$4.8 million in sales and transient occupancy taxes,<sup>5</sup> primarily generated by activities and businesses related to tourism and recreation on Federal lands. This fiscal year alone, the County budgeted \$125,950 specifically for the enhancement of fish stocking in front-country lakes; \$42,634 for the operation of Lundy Canyon Campground, adjacent to and an access point for the Twenty Lakes Basin in Subunit 2M of Sierra Nevada yellow-legged frog proposed critical habitat; and \$349,440 to support and promote tourism. In the next 17 years, these investments carried forward total \$8.81 million that could be jeopardized or at least made less effective. For local businesses, the tourism and recreation industry generates \$517.4 million annually in direct and indirect spending (Mono County Tourism Commission Economic Impacts and Profile of Mono County Visitors, 2009).<sup>6</sup> Hiking is the top activity at about a 45% participation rate, and fishing is the second most popular activity at a participation rate of just under 40%.<sup>7</sup>

Hiking and fishing are just two of the many recreational activities that attract visitors to Mono County, and access to our public lands is of paramount importance to tourism, the county’s

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<sup>5</sup> Forecasted in the Fiscal Year (FY) 13-14 budget.

<sup>6</sup>[http://monocounty.ca.gov/sites/default/files/fileattachments/planning\\_division/page/402/economicimpactpresentation.pdf](http://monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/402/economicimpactpresentation.pdf)

<sup>7</sup> Activity percentages total more than 100% as multiple activities could be selected.

primary economic driver. The three dominant employment sectors of Mono County include Tourism, Professional Services and the Social/Public sectors and, when combined, these sectors account for **83% of total employment** within the county. All three are directly or indirectly impacted by the tourism economy: Tourism-related businesses (arts, entertainment, recreation, accommodation, and food service), of course, represent a full 38% of employment in Mono County. The Professional Services sector (23%) is closely affiliated with tourism and benefits when visitor spending is strong, as demand is thereby created for real estate, financial services, insurance, housing rentals, and many other services. The Social/Public sector (21.5%) is correlated with local government spending, local population growth, and property values and taxes, and again is directly and indirectly impacted by the strength of the tourism economy.

Quantifiable visitor data is available for specific areas in the proposed critical habitats for both amphibians which must be taken into consideration. According to Mono County's Economic Impact & Visitor Profile Study conducted by an independent consulting firm in 2008, 8.2 percent of visitors surveyed said their destination specifically within Mono County was **Rock Creek /Little Lakes Valley** which equates to approximately 93,400 visitors to this region annually, generating spending of over \$1.9 million, based on the average daily spend per person calculated in the study. Just over 17 percent of visitors surveyed said their destination within Mono County was specifically **Mammoth Lakes Basin** (Lake Mary and Lake George), which translates to 256,500 visitors annually, and over \$20 million dollars in visitor spending. Finally, 2.7 percent of visitors surveyed indicated their primary destination was **Virginia Lakes**, which equates to 40,500 visitors annually, and \$2.3 million in spending. The small businesses located specifically in these regions – pack stations, lodging properties, restaurants, retail shops, and marinas – rely completely on tourism for their livelihoods; anything that impacts or restricts access to recreational pursuits will directly affect the ability for these services to stay in business.

Based on this information, a qualitative analysis concludes that the majority of these economic activities, revenues, and employment opportunities are generated by front-country activities in proposed critical habitat for the Sierra Nevada yellow-legged frog (e.g., Saddlebag Lake, Ellery Lake, Tioga Lake, Lee Vining Creek, and Rock Creek Lake and Eastern Brook Lakes in Inyo County) and the Yosemite toad (Lake Mary, Lake George, and Virginia Lakes). Thus, an initial qualitative impact analysis could assume significant impacts generated by potential restrictions or even uncertainty related to activities at these front-country recreation locations. A second scenario could identify a lesser impact if front-country lakes were excluded, and very highly utilized day use wilderness corridors such as Twenty Lakes Basin, Coldwater Canyon, and Gem/Waugh lakes, and Little Lakes Valley in Inyo County, remained in critical habitat. A third scenario of critical habitat only in designated wilderness with very highly utilized day use corridors excluded represents the least amount of economic impact, and probably the greatest benefit to the species. The California Department of Fish and Wildlife Region 6 is not proposing any Sierra Nevada yellow-legged frog Native Species Restoration (NSR) sites in front-country areas or very highly utilized day use corridors (J. Erdman, pers. comm., 2/14/14).<sup>8</sup>

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<sup>8</sup> James Erdman, California Department of Fish and Wildlife, Region 6, Fisheries Biologist, Bishop.  
*Board of Supervisors, County of Mono*

## **2. The DEA inappropriately isolates the incremental impacts of the proposed critical habitat designation.**

According to the DEA, “...the Service is unlikely to recommend additional conservation measures above and beyond those measures recommended to avoid jeopardy for **projects located in critical habitat units identified as currently occupied by the species**” (emphasis added, DEA p. 4-1). The DEA goes on to cite the proposed critical habitat rule to conclude that all critical habitat units are occupied by the respective species (DEA 14-2), and therefore that conservation measures are almost entirely attributable to baseline protections.

The critical habitat units are generally large, and while at least one population may exist in each unit, the vast majority of acreage, water bodies, and meadows in any given subunit is likely to be unoccupied. Thus, assigning an “occupied” status to the entire unit misrepresents the extent of species distribution and is indefensible. For example, within Mono County, 15 extant populations of the Sierra Nevada yellow-legged frog are included in the proposed critical habitat designation and 22 single-site Native Species Restoration (NSRs) sites are proposed (J. Erdman, pers. comm., 2/14/14).<sup>9</sup> About six of these populations occupy multiple sites (five to many), and yet all the extant populations combined occupy only a tiny fraction of the approximately 48,600 acres of proposed critical habitat in Mono County. The same situation is true for the Yosemite toad, of which approximately 73,900 acres of critical habitat is identified and extant populations only cover a small percentage of this area. These large areas that are truly unoccupied cannot be included in “baseline protections,” and instead must be extracted and evaluated in the DEA. The cost of any activities in these currently unoccupied areas, including work at proposed NSRs to restore the primary constituent elements of critical habitat necessary for species recovery, must be evaluated and considered.

## **3. The DEA contains data errors and omissions.**

Information in Chapter 4 relating to Mono County is inaccurate or missing. As documented in the County’s November 5, 2013 letter, the Humboldt-Toiyabe National Forest (HTNF) manages the following livestock grazing allotments that are not included in Exhibit 4-5:<sup>10</sup>

- Silver Creek allotment: 9,245 acres of Sierra Nevada yellow-legged frog proposed critical habitat of the total 19,365-acre allotment, currently permitted for 810 ewe/lamb pair from August 16 to October 31 for 2051 total head months and 615 animal unit months.
- Sardine allotment: 9,403 acres of Yosemite Toad proposed critical habitat of the total 16,851-acre allotment, currently permitted for 125 cow/calf pairs from July 16 to September 15 for 255 total head months and 336 animal unit months.

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<sup>9</sup> James Erdman, California Department of Fish and Wildlife, Region 6, Fisheries Biologist, Bishop.

<sup>10</sup> Aaron. C. Coogan and Rixey Jenkins, U.S.D.A. Forest Service, Humboldt-Toiyabe National Forest Bridgeport Ranger District, Rangeland Management Specialists, Bridgeport. Emails last dated September 20, 2013.

- Piute allotment: 8,720 acres of Yosemite Toad proposed critical habitat and 12,603 acres of Sierra Nevada yellow-legged frog proposed critical habitat (overlap of 7,385 acres), currently permitted with various numbers of sheet on temporary permits from 500-1,000 ewe/lamb pairs for 1-1.5 months during the grazing season. Total head months and animal unit months average around 750 and 225, respectively.
- Virginia Creek allotment: 15 acres of Yosemite Toad proposed critical habitat of the 2,258-acre allotment, which is currently vacant.

Other missing information previously submitted<sup>11</sup> may include packstock operations in the Humboldt-Toiyabe (HTNF) and Inyo National Forests (INF). It is unclear whether the following pack operations are considered:

- Virginia Lakes Pack Outfit (HTNF): 1,195 service days
- Leavitt Meadows Pack Station (HTNF): 1,214 service days
- Frontier Pack Train (INF): 1,068 overnight service days
- Reds & Agnew Meadows Pack Stations (INF): 1,368 overnight service days
- Mammoth Lakes Pack Outfit (INF): 754 overnight service days
- McGee Creek Pack Station (INF): 415 overnight service days

Finally, an error is identified in Exhibit 4-3, which shows the Big Creek ALP Projects in Yosemite Toad Unit 4, which is almost entirely located in Mono County. This project is not located in Mono County, and is more likely located in Unit 14. This error is then carried through to the economic impact calculations in Exhibit 4-21.

#### **4. The cumulative impacts of proposed Endangered Species Act listings and critical habitat designations should be considered.**

Mono County is also faced with proposals for the Bi-State Distinct Population Segment of the Greater Sage Grouse, and the Service has stated that consideration of cumulative effects would be the responsibility of Washington, D.C. staff. The public process does not provide a direct commenting venue to these decision makers, preventing the ability to consider and analyze a very serious potential impact. Mono County could be impacted with new regulations from the highest mountain peaks to lowland valleys, covering 82% of private properties and key locations critical to the County's tourism and recreation economy. Between these actions, a \$517.4 million recreation economy is at stake, along with sales, transient occupancy, and property taxes that generate 58% of the County's general fund budget.

### **C. CONCLUSION**

The draft DEA does not provide the Service with the information necessary to meet its legal obligations under the Act. A revised DEA must disclose all activities, including non-federal activities that would be affected by the section 7 constraints on federal activities and CEQA implications. In addition, the Service must identify potential restrictions so that probable economic impacts to these

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<sup>11</sup> Mono County comment letter dated November 5, 2013: personal communications with M. Bonesteel (9/25/13) and C. John (10/1/13).

activities may be disclosed and considered. If no modifications to any of these activities are truly the expected outcome, then the need for the critical habitat designation is prominently called into question. Mono County reiterates its support of the California Department of Fish and Wildlife's position that the designation of critical habitat is not prudent as it provides no additional benefits, which is now further supported by this DEA.<sup>12</sup> Finally, Mono County concludes that the unoccupied locations within critical habitat units must be extracted and analyzed separate from baseline protections, data error and omissions must be rectified, and cumulative impacts should be considered.

A simple qualitative analysis reveals significant economic impacts if front-country lakes are included in critical habitat, a lesser impact if only wilderness areas are included, and a relatively minor impact if wilderness areas excluding very highly utilized day use corridors are included. As the DEA itself recognizes that the critical habitat designation will add only minimal incremental conservation benefits over those provided by baseline conservation actions, Mono County reiterates our request to exclude front-country lakes and highly utilized day use wilderness corridors under Section 4(b)(2) as submitted in our November comment and January public hearing letter.<sup>13</sup> The reduction of properly considered economic impacts will certainly outweigh the minimal incremental benefits provided by these unoccupied locations lacking proposed Native Species Restoration sites. In addition, Mono County has submitted biological evidence that these front-country sites and wilderness corridors do not contain the primary constituent elements necessary for critical habitat.<sup>14</sup>

Thank you for taking the time to consider Mono County's comments on the draft DEA. The County appreciates the challenging political, environmental and social position of the Service, and hopes this information will assist the Service with weighing the benefits against the potential economic impacts of designating critical habitat.

Respectfully,

MONO COUNTY BOARD OF SUPERVISORS

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By: Larry K. Johnston, Chairman

CC: Congressman Paul Cook  
Senator Dianne Feinstein  
Senator Barbara Boxer  
Rural County Representatives of California (RCRC)  
California State Association of Counties (CSAC)

Town of Mammoth Lakes  
County of Inyo  
County of Alpine  
CDFW Region 6

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<sup>12</sup> Mono County comment letter submitted at the January 30, 2014 public hearing in Sacramento.

<sup>13</sup> Letters dated November 5, 2013, and letter submitted at the January 30, 2014 public hearing in Sacramento.

<sup>14</sup> Mono County comment letter submitted at the January 30, 2014 public hearing in Sacramento.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED** 20 minutes (5 minute presentation; 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Lynda Roberts

**SUBJECT** Board of Supervisors' 2014 Regular Meeting Schedule

### AGENDA DESCRIPTION:

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

Review and discuss remaining dates of Regular Meetings scheduled for 2014. Make decisions about specific dates as outlined in the recommended action.

### RECOMMENDED ACTION:

Review and discuss the remaining dates of Regular Meetings scheduled for 2014. Consider the following: 1) dates for budget hearings in June; 2) whether or not to meet during the week of July 4; 3) the meeting of November 11, which falls on a holiday; 4) whether or not to meet on November 18, the week scheduled for the annual CSAC conference (California State Association of Counties); and 5) scheduling evening meetings in various communities. Provide direction to staff as desired.

### 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:

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[Regular Meetings](#)

[County Code re Regular Meetings](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/26/2014 11:04 AM	County Administrative Office	Yes
2/26/2014 12:29 PM	County Counsel	Yes
3/3/2014 10:39 AM	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:    Lynda Roberts, Clerk of the Board  
Date:    March 11, 2014

### Subject

Board of Supervisors' 2014 Regular Meeting Schedule

### Recommendation

Review the remaining dates of Regular Meetings scheduled for 2014. Consider and discuss the following: 1) dates for budget hearings in June; 2) whether or not to meet during the week of July 4; 3) the meeting of November 11, which falls on a holiday; 4) whether or not to meet on November 18, the week scheduled for the annual CSAC conference (California State Association of Counties); and 5) scheduling evening meetings in various communities. Provide direction to staff as desired.

### Discussion

Following is the list of remaining 2014 Regular Meetings of the Board of Supervisors:

MARCH-APRIL	MAY-JUNE	JULY-AUGUST	SEPT-OCT	NOV-DEC
<del>March 4 cancelled</del>	May 6	July 1	September 2	November 4
March 11	May 13	July 8	September 9	November 11
March 18	May 20	July 15	September 16	November 18
April 1	June 3	August 5	October 7	December 2
April 8	June 10	August 12	October 14	December 9
April 15	June 17	August 19	October 21	December 16

The Board needs to review and discuss the following:

1. Proposed dates to be scheduled in June for the budget hearings: June 16, 17, 19.
2. Whether or not to meet during the week of July 4.
  - a. **Deadline to certify results of the Primary Election is July 1, 2014.**
3. The meeting of November 11 falls on a holiday. Pursuant to County Code §2.04.010 (Regular meeting days), "Should any such Tuesday fall on a legal holiday, the regular meeting of the board shall be held on the next business day."
4. Whether or not to meet on November 18, the week scheduled for the annual CSAC conference (California State Association of Counties).
5. Whether or not to schedule evening meetings in various communities.

### Fiscal Impact

None

## Chapter 2.04

### BOARD OF SUPERVISORS

#### Sections:

- 2.04.010** Regular meeting days.
- 2.04.020** Special meetings.
- 2.04.030** Compensation.
- 2.04.040** Statutory authority.
- 2.04.060** Training and orientation of supervisors-elect.
- 2.04.070** Automobile allowance.

#### **2.04.010 Regular meeting days.**

The regular meetings of the board shall be held at the county seat on the first, second, and third Tuesdays of each month at the hour of nine a.m. unless otherwise directed by the board. Should any such Tuesday fall on a legal holiday, the regular meeting of the board shall be held on the next business day. Adjourned regular meetings of the board may be held at any time and place within the county deemed appropriate by the board and permitted by applicable state law. (Ord. 98-04 § 1, 1998; Ord. 97-02, 1997; Ord. 86-453-E § 1, 1986; Ord. 84-453-D § 1, 1984; Ord. 84-453-C § 1, 1984; Ord. 78-453-B § 1, 1978; Ord. 77-453-A § 1, 1977; Ord. 74-453 § 2, 1974.)

#### **2.04.020 Special meetings.**

Special meetings of the board may be called in the manner provided by Sections 54956 and 54956.5 of the Government Code of the state. The order calling the special meeting shall specify the time and place of the meeting and the business to be transacted at such meeting, and no other business shall be considered at that meeting. (Ord. 81-493 § 1, 1981; Ord. 73-434 § 1(B), 1973.)

#### **2.04.030 Compensation.**

The salary of members of the board of supervisors is set at three thousand nine hundred and forty dollars per month, with the exception of the chair of the board whose salary is set at four thousand two hundred and thirty-five dollars per month. In addition, the members of the board and their dependents shall be entitled to the same medical care, dental care, and vision care coverage provided to all county department heads (elected and appointed). Members of the board shall also continue to have the option of being members of the California Public Employees Retirement System (CalPERS), with the employee's share of any CalPers contributions being paid by said board members (as it is by other county officers and employees). (Ord. 08-01 § 1, 2008; Ord. 06-12 § 1, 2006; Ord. 05-07

§ 1, 2005; Ord. 04-07 § 1, 2004; Ord. 04-01 § 1, 2004; Ord. 03-02 § 1, 2003; Ord. 85-405-L § 1, 1985; Ord. 84-405-K § 1, 1984; Ord. 83-405-J § 1, 1983; Ord. 82-405-I § 1, 1982; Ord. 81-405-H § 1, 1981; Ord. 81-405-6 § 1, 1981; Ord. 80-405-F § 1, 1980; Ord. 79-405-F § 1, 1979; Ord. 79-405-E § 1, 1979; Ord. 77-405-D § 1, 1977; Ord. 76-405-C § 1, 1976; Ord. 75-405-B § 1, 1975; Ord. 74-405-A § 1, 1974; Ord. 405 § 2, 1971.)

#### **2.04.040 Statutory authority.**

Authority for Section 2.04.030 is the amendment to Article 11 of the California Constitution, more specifically known as subsection B of Section 1 of Article 11, wherein the legislative body of any county has the power to determine the compensation of its members. (Ord. 405 § 1, 1971.)

#### **2.04.060 Training and orientation of supervisors-elect.**

A. Upon request of a supervisor-elect, county general fund moneys may be used prior to the assumption of office by that supervisor-elect, for the training and orientation of that supervisor-elect including the payment of course fees, travel and per diem expenses, course materials, and consultant fees.

B. Such training and orientation programs, and expenses therefor, shall be those the board deems proper and beneficial to the exercise of supervisory duties by newly elected supervisors.

C. In order to receive training and orientation funds, the supervisor-elect shall:

1. Make a formal request of the board of supervisors;
2. Comply with county reimbursement claim procedure. (Ord. 82-504, 1982.)

#### **2.04.070 Automobile allowance.**

Commencing in the first month of Fiscal Year 2006-07 that the ordinance amending this section takes effect and continuing thereafter, each member of the board of supervisors shall receive a monthly automobile allowance in the amount of seven hundred twenty-five dollars, in recognition of the considerable amount of driving necessary for board members to attend public meetings and other functions in their official capacities within the territorial boundaries of Mono County and the contiguous northern territory of Inyo County bounded to the south by (and encompassing) the Bishop region. In addition, members of the board may be reimbursed for actual miles driven on county business to and from destinations outside of the aforementioned territory on the same terms and conditions that reimbursement is provided to other management-level



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Board of Supervisors**

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

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Kenneth Brown, Executive Director

**SUBJECT** Western Counties Alliance Public  
Lands Update

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### AGENDA DESCRIPTION:

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

Kenneth Brown, Executive Director of Western Counties Alliance, will make a brief Public Lands Update to the Board. This item is being sponsored by Supervisor Hunt.

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### RECOMMENDED ACTION:

None. Informational only.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Shannon Kendall

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

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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:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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- [Attachment Three](#)

 [Attachment Four](#)

 [Attachment Five](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/26/2014 11:09 AM	County Administrative Office	Yes
2/26/2014 12:36 PM	County Counsel	Yes
3/3/2014 10:27 AM	Finance	Yes



# Western Counties Alliance

Date: February 12, 2014

To: Honorable Board of Supervisors

From: Western Counties Alliance, Kenneth Brown

My name is Ken Brown. I am the Executive Director for Western Counties Alliance. Western Counties Alliance (WCA) is a non-profit organization established for the purpose of giving western counties greater influence on federal policies in support of well managed multiple use of the public lands and natural resources. Additionally, Western Counties Alliance supports a strong economic development process and a reasonable sensible environmental protection.

I would like to make a brief Public Lands Update at your Board of Supervisors meeting on March 11, 2014 at 11:45 a.m. The presentation will take approximately 15 minutes. It will be informational only and will not require financial impact from Mono County.



# Western Counties Alliance

## AGENDA

Western Counties Alliance (WCA) is a non-profit organization established for the purpose of giving western counties greater influence on federal policies in support of well managed multiple use of the public lands and natural resources. Additionally, Western Counties Alliance supports a strong economic development process and a reasonable environmental protection.

1. PILT
2. SRS
3. Geothermal
4. Public Land Transfer
5. Wild Horse Burro
6. Sage Grouse
7. Other Issues



# Western Counties Alliance

## Geothermal Disbursements to Counties 2011-2013 per Energy Act of 2005

State	County	2011	2012	2013
Arizona	Greenlee County	\$3,641.54	\$2,093.02	\$0.00
	<b>Arizona County Total</b>	<b>\$3,641.54</b>	<b>\$2,093.02</b>	<b>\$0.00</b>
California	Imperial County	\$39,377.20	\$16,657.36	\$11,755.99
	Inyo County	\$147,979.11	\$168,266.86	\$189,839.62
	Lake County	\$800,270.77	\$760,858.32	\$802,134.56
	Lassen County	\$12,231.70	\$14,229.55	\$17,110.64
	Mendocino County	\$750.00	\$750.00	\$750.00
	Mono County	\$34,256.68	\$23,512.05	\$51,852.41
	Siskiyou County	\$64,418.00	\$30,561.25	\$17,386.39
	Sonoma County	\$1,108,974.78	\$1,009,786.30	\$1,119,660.77
	<b>California County Total</b>	<b>\$2,208,258.24</b>	<b>\$2,024,621.69</b>	<b>\$2,210,490.38</b>
Colorado	Chaffee County	\$7,800.00	\$400.00	\$759.20
	Gunnison County	\$0.00	\$0.00	\$13,873.91
	<b>Colorado County Total</b>	<b>\$7,800.00</b>	<b>\$400.00</b>	<b>\$14,633.11</b>
Idaho	Bingham County	\$133.64	\$33.41	\$31.71
	Blaine County	\$404.50	\$404.50	\$404.50
	Bonneville County	\$160.36	\$40.09	\$38.05
	Camas County	\$305.50	\$305.50	\$305.50
	Canyon County	\$0.00	\$1,274.17	\$518.22
	Caribou County	\$750.50	\$425.75	\$102.73
	Cassia County	\$12,640.75	\$12,450.75	\$9,308.18
	Payette County	\$0.00	\$42,269.32	\$17,191.53
	Washington County	\$10,340.50	\$10,068.00	\$9,554.53
	<b>Idaho County Total</b>	<b>\$24,735.75</b>	<b>\$67,271.49</b>	<b>\$37,454.95</b>
Nevada	Churchill County	\$879,577.55	\$929,545.19	\$533,630.47
	Elko County	\$41,644.61	\$30,004.86	\$48,103.25
	Esmeralda County	\$73,612.30	\$58,738.15	\$115,746.91
	Eureka County	\$16,863.14	\$14,251.34	\$11,801.94
	Humboldt County	\$76,443.04	\$72,421.77	\$61,582.00
	Lander County	\$71,646.19	\$70,723.46	\$133,460.63
	Lyon County	\$6,626.15	\$8,249.00	\$5,961.10
	Mineral County	\$64,330.92	\$33,249.02	\$29,104.65
	Nye County	\$48,307.70	\$6,705.70	\$15,979.85
	Pershing County	\$117,130.93	\$93,006.31	\$73,530.04
	Washoe County	\$28,026.27	\$23,768.00	\$30,322.43
	White Pine County	\$26,023.50	\$8,962.50	\$12,474.84
<b>Nevada County Total</b>	<b>\$1,450,232.30</b>	<b>\$1,349,625.30</b>	<b>\$1,071,698.11</b>	
New Mexico	Dona Ana County	\$160.93	\$1,442.30	\$25,645.32
	Hidalgo County	\$7,037.75	\$4,669.82	\$3,118.65
	<b>New Mexico County Total</b>	<b>\$7,198.68</b>	<b>\$6,112.12</b>	<b>\$28,763.97</b>
Oregon	Deschutes County	\$41,652.25	\$39,725.25	\$40,822.17
	Hood River County	\$2,028.00	\$2,028.00	\$1,924.57
	Lake County	\$31,674.27	\$31,673.73	\$29,463.61
	<b>Oregon County Total</b>	<b>\$75,354.52</b>	<b>\$73,426.98</b>	<b>\$72,210.35</b>
Utah	Beaver County	\$79,443.10	\$77,219.88	\$74,086.89
	Iron County	\$1,267.50	\$1,267.50	\$1,202.86
	Juab County	\$37,913.74	\$74,910.35	\$46,643.82
	Millard County	\$44,269.11	\$39,348.35	\$37,341.58
	<b>Utah County Total</b>	<b>\$162,893.45</b>	<b>\$192,746.08</b>	<b>\$159,275.15</b>
Washington	Whatcom County	\$2,109.25	\$2,109.25	\$2,001.68
	<b>Washington County Total</b>	<b>\$2,109.25</b>	<b>\$2,109.25</b>	<b>\$2,001.68</b>
		\$3,942,223.73	\$3,718,405.93	\$3,596,527.70

**Payments in Lieu of Taxes  
Fiscal Year 2013**

**CALIFORNIA**

<b>Local Unit of Government</b>	<b>FY 2012 Payment</b>	<b>FY2013 Payment</b>
ALAMEDA COUNTY	2,147	2,095
ALPINE COUNTY	147,988	144,922
AMADOR COUNTY	29,690	31,808
BUTTE COUNTY	58,630	127,774
CALAVERAS COUNTY	198,205	226,259
COLUSA COUNTY	177,276	190,936
CONTRA COSTA COUNTY	5,638	5,502
COUNTY OF SAN DIEGO	1,106,359	900,704
DEL NORTE COUNTY	211,912	421,086
EL DORADO COUNTY	194,570	190,235
FRESNO COUNTY	2,284,930	2,457,670
GLENN COUNTY	283,398	333,144
HUMBOLDT COUNTY	439,218	604,608
IMPERIAL COUNTY	3,291,433	3,236,144
INYO COUNTY	1,712,393	1,673,865
KERN COUNTY	2,498,911	2,473,776
KINGS COUNTY	21,142	20,447
LAKE COUNTY	130,209	126,893
LASSEN COUNTY	1,259,819	1,549,332
LOS ANGELES COUNTY	1,236,034	1,175,155
MADERA COUNTY	833,458	906,086
MARIN COUNTY	195,654	190,912
MARIPOSA COUNTY	1,042,278	1,068,119
MENDOCINO COUNTY	489,299	535,879
MERCED COUNTY	87,254	85,168
MODOC COUNTY	589,028	575,467
MONO COUNTY	1,154,190	1,140,454
MONTEREY COUNTY	834,251	815,744
NAPA COUNTY	148,497	144,893
NEVADA COUNTY	219,226	277,934
ORANGE COUNTY	127,248	88,733
PLACER COUNTY	382,492	502,776
PLUMAS COUNTY	398,336	389,158
RIVERSIDE COUNTY	3,232,198	3,110,166
SACRAMENTO COUNTY	23,740	23,169
SAN BENITO COUNTY	250,980	243,838

**Payments in Lieu of Taxes  
Fiscal Year 2013**

**CALIFORNIA**

<b>Local Unit of Government</b>	<b>FY 2012 Payment</b>	<b>FY2013 Payment</b>
SAN BERNARDINO COUNT	3,179,096	3,100,812
SAN FRANCISCO	5,833	5,693
SAN JOAQUIN COUNTY	5,375	5,245
SAN LUIS OBISPO COUNTY	1,069,926	1,045,095
SAN MATEO COUNTY	5,796	15,287
SANTA BARBARA COUNTY	1,739,340	1,703,782
SANTA CLARA COUNTY	4,469	4,322
SANTA CRUZ COUNTY	0	0
SHASTA COUNTY	964,400	1,274,337
SIERRA COUNTY	154,281	150,729
SISKIYOU COUNTY	868,644	848,643
SOLANO COUNTY	14,208	13,866
SONOMA COUNTY	7,295	7,279
STANISLAUS COUNTY	8,095	7,901
SUTTER COUNTY	0	0
TEHAMA COUNTY	242,004	426,069
TRINITY COUNTY	524,179	512,062
TULARE COUNTY	2,914,692	2,938,661
TUOLUMNE COUNTY	1,770,465	1,908,579
VENTURA COUNTY	1,402,748	1,374,599
YOLO COUNTY	77,066	75,213
YUBA COUNTY	16,110	36,203
<b>State Total</b>	<b>40,272,053</b>	<b>41,445,228</b>

**U.S. DEPARTMENT OF THE INTERIOR  
PAYMENTS IN LIEU OF TAXES - FOR FISCAL YEAR 2013**

Payments in Lieu of Taxes

LOCAL UNIT OF GOVERNMENT <b>CALIFORNIA</b>	ENTITLEMENT ACRES	PRIOR YEAR PAYMENTS	UNIT POPULATION	CEILING	ALTERNATIVE		TOTAL PD THIS FY
					A	B	
ALAMEDA COUNTY	870	\$0	50,000	\$3,422,500	\$2,210	\$305	\$2,095
ALPINE COUNTY	421,623	\$287,069	1,129	\$193,183	\$0	\$147,568	\$144,922
AMADOR COUNTY	87,586	\$188,919	37,000	\$2,935,210	\$33,549	\$30,655	\$31,808
BUTTE COUNTY	152,259	\$251,972	50,000	\$3,422,500	\$134,766	\$53,291	\$127,774
CALAVERAS COUNTY	140,289	\$117,694	45,000	\$3,289,500	\$238,640	\$49,101	\$226,259
COLUSA COUNTY	104,571	\$64,226	21,000	\$1,960,140	\$201,384	\$36,600	\$190,936
CONTRA COSTA COUNTY	2,285	\$1	50,000	\$3,422,500	\$5,803	\$800	\$5,502
COUNTY OF SAN DIEGO	491,096	\$297,395	50,000	\$3,422,500	\$949,989	\$171,884	\$900,704
DEL NORTE COUNTY	471,902	\$754,586	28,000	\$2,439,360	\$444,045	\$165,166	\$421,086
EL DORADO COUNTY	538,274	\$1,197,967	50,000	\$3,422,500	\$169,249	\$188,396	\$190,235
FRESNO COUNTY	1,526,207	\$830,350	50,000	\$3,422,500	\$2,592,150	\$534,172	\$2,457,670
GLENN COUNTY	217,952	\$202,225	28,000	\$2,439,360	\$351,373	\$76,283	\$333,144
HUMBOLDT COUNTY	495,524	\$625,349	50,000	\$3,422,500	\$633,282	\$173,433	\$604,608
IMPERIAL COUNTY	1,423,903	\$9,280	50,000	\$3,422,500	\$3,413,220	\$498,366	\$3,236,144
INYO COUNTY	5,504,837	\$382,575	18,000	\$1,764,180	\$1,381,605	\$1,764,180	\$1,673,865
KERN COUNTY	1,081,844	\$138,747	50,000	\$3,422,500	\$2,609,137	\$378,645	\$2,473,776
KINGS COUNTY	9,029	\$1,368	50,000	\$3,422,500	\$21,566	\$3,160	\$20,447
LAKE COUNTY	382,389	\$986,189	50,000	\$3,422,500	\$0	\$133,836	\$126,893
LASSEN COUNTY	1,649,942	\$1,168,851	34,000	\$2,802,960	\$1,634,109	\$577,480	\$1,549,332
LOS ANGELES COUNTY	709,456	\$601,043	50,000	\$3,422,500	\$1,200,975	\$248,310	\$1,175,155
MADERA COUNTY	506,338	\$330,434	50,000	\$3,422,500	\$955,665	\$177,218	\$906,086
MARIN COUNTY	78,713	\$0	50,000	\$3,422,500	\$199,931	\$27,550	\$190,912
MARIPOSA COUNTY	517,397	\$187,898	18,000	\$1,764,180	\$1,126,290	\$181,089	\$1,068,119
MENDOCINO COUNTY	303,509	\$205,712	50,000	\$3,422,500	\$565,201	\$106,228	\$535,879
MERCED COUNTY	35,536	\$433	50,000	\$3,422,500	\$89,828	\$12,438	\$85,168
MODOC COUNTY	1,734,159	\$994,691	9,000	\$1,176,030	\$181,339	\$606,956	\$575,467
MONO COUNTY	1,761,216	\$278,062	14,000	\$1,480,920	\$1,202,858	\$616,426	\$1,140,454
MONTEREY COUNTY	343,030	\$11,086	50,000	\$3,422,500	\$860,210	\$120,061	\$815,744
NAPA COUNTY	60,327	\$410	50,000	\$3,422,500	\$152,821	\$21,114	\$144,893
NEVADA COUNTY	205,364	\$228,483	50,000	\$3,422,500	\$293,142	\$71,877	\$277,934
ORANGE COUNTY	59,852	\$58,436	50,000	\$3,422,500	\$93,588	\$20,948	\$88,733
PLACER COUNTY	386,562	\$463,553	50,000	\$3,422,500	\$518,314	\$135,297	\$502,776
PLUMAS COUNTY	1,172,003	\$2,151,742	19,000	\$1,832,740	\$0	\$410,201	\$389,158

National Summary

**U.S. DEPARTMENT OF THE INTERIOR  
PAYMENTS IN LIEU OF TAXES - FOR FISCAL YEAR 2013**

National Summary

LOCAL UNIT OF GOVERNMENT	ENTITLEMENT ACRES	PRIOR YEAR PAYMENTS	UNIT POPULATION	CEILING	ALTERNATIVE		TOTAL PD THIS FY
					A	B	
RIVERSIDE COUNTY	2,401,623	\$149,492	50,000	\$3,422,500	\$3,273,008	\$840,568	\$3,110,166
SACRAMENTO COUNTY	9,621	\$0	50,000	\$3,422,500	\$24,437	\$3,367	\$23,169
SAN BENITO COUNTY	102,895	\$5,674	50,000	\$3,422,500	\$255,679	\$36,013	\$243,838
SAN BERNARDINO COUNTY	8,426,148	\$171,050	50,000	\$3,422,500	\$3,251,450	\$2,949,152	\$3,100,812
SAN FRANCISCO	2,364	\$0	50,000	\$3,422,500	\$6,005	\$827	\$5,693
SAN JOAQUIN COUNTY	2,178	\$0	50,000	\$3,422,500	\$5,532	\$762	\$5,245
SAN LUIS OBISPO COUNTY	438,959	\$12,675	50,000	\$3,422,500	\$1,102,281	\$153,636	\$1,045,095
SAN MATEO COUNTY	6,348	\$0	50,000	\$3,422,500	\$16,124	\$2,222	\$15,287
SANTA BARBARA COUNTY	716,243	\$22,247	50,000	\$3,422,500	\$1,797,010	\$250,685	\$1,703,782
SANTA CLARA COUNTY	1,795	\$0	50,000	\$3,422,500	\$4,559	\$628	\$4,322
SANTA CRUZ COUNTY	12	\$0	50,000	\$3,422,500	\$30	\$4	\$0
SHASTA COUNTY	997,509	\$1,190,442	50,000	\$3,422,500	\$1,343,231	\$349,128	\$1,274,337
SIERRA COUNTY	454,221	\$509,048	3,086	\$528,045	\$18,997	\$158,977	\$150,729
SISKIYOU COUNTY	2,557,278	\$2,799,026	44,000	\$3,216,400	\$417,374	\$895,047	\$848,643
SOLANO COUNTY	5,758	\$0	50,000	\$3,422,500	\$14,625	\$2,015	\$13,866
SONOMA COUNTY	21,935	\$938,941	50,000	\$3,422,500	\$0	\$7,677	\$7,279
STANISLAUS COUNTY	3,284	\$8	50,000	\$3,422,500	\$8,333	\$1,149	\$7,901
SUTTER COUNTY	2	\$0	50,000	\$3,422,500	\$5	\$1	\$0
TEHAMA COUNTY	448,237	\$689,139	50,000	\$3,422,500	\$449,383	\$156,883	\$426,069
TRINITY COUNTY	1,538,004	\$2,106,615	14,000	\$1,480,920	\$0	\$538,301	\$512,062
TULARE COUNTY	1,533,662	\$323,377	50,000	\$3,422,500	\$3,099,123	\$536,782	\$2,938,661
TUOLUMNE COUNTY	1,091,965	\$760,578	50,000	\$3,422,500	\$2,013,013	\$382,188	\$1,908,579
VENTURA COUNTY	578,526	\$19,949	50,000	\$3,422,500	\$1,449,507	\$202,484	\$1,374,599
YOLO COUNTY	31,263	\$79	50,000	\$3,422,500	\$79,329	\$10,942	\$75,213
YUBA COUNTY	47,428	\$82,283	50,000	\$3,422,500	\$38,184	\$16,600	\$36,203
<b>TOTAL</b>	<b>43,993,102</b>	<b>\$22,797,369</b>			<b>\$40,923,458</b>	<b>\$15,235,072</b>	<b>\$41,445,228</b>

Payments in Lieu of Taxes



# Western Counties Alliance

## SECURE RURAL SCHOOLS

### COUNTY PAYMENTS FOR FY2008—FY2012

#### CALIFORNIA

COUNTY	FY2008	FY2009	FY2010	FY2011	FY 2012
BUTTE	832,565	749,308	675,302	536,109	417,701
**INYO	431,855	441,333	448,138	463,222	469,013
**MONO	482,239	497,593	505,152	523,258	529,398
**SAN BERNADINO	312,752	320,139	317,916	333,496	344,395

\*\*25% 7-YEAR ROLLING AVERAGE PAYMENT



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      March 11, 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**

2/14/2014 8:35 AM	County Administrative Office	Yes
2/26/2014 12:31 PM	County Counsel	Yes
3/3/2014 9:48 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      March 11, 2014

**TIME REQUIRED**

**SUBJECT**              Closed Session - Conference with  
Legal Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**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
2/26/2014 12:32 PM	County Administrative Office	Yes
2/26/2014 12:31 PM	County Counsel	Yes
3/3/2014 10:46 AM	Finance	Yes





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Board of Supervisors**

**TIME REQUIRED** 30 minutes (10 minute presentation;  
20 minute discussion)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Marhall Rudolph

**SUBJECT** Political Activities Ordinance

---

### AGENDA DESCRIPTION:

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

Proposed ordinance adding Chapter 2.90 to the Mono County Code, pertaining to political activities on County premises. (This item was requested by Board Chairman Larry K. Johnston.)

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### RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Marshall Rudolph

**PHONE/EMAIL:** (760) 924-1707 / [mrudolph@mono.ca.gov](mailto:mrudolph@mono.ca.gov)

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

- [staff report II re political activities ordinance](#)
  - [political activities restrictions](#)
  - [Ordinance re political activities](#)
  - [Ordinance Showing Changes](#)
-

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/26/2014 12:42 PM	County Administrative Office	Yes
2/26/2014 12:46 PM	County Counsel	Yes
3/3/2014 10:48 AM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
John-Carl Vallejo  
Christian Milovich

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

**Legal Assistant**  
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: March 11, 2014

RE: Proposed Ordinance Adopting Chapter 2.90 of the Mono County Code, pertaining to political activities on County premises

**Recommendation:**

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

**Fiscal/Mandates Impact:**

None.

**Discussion:**

A previous version of this ordinance was discussed at the Board's February 11<sup>th</sup> meeting. Based on the Board's direction at that meeting, it has been substantially revised and agendized for further discussion. Changes to the previous version are shown on an additional enclosed version of the ordinance. I attempted to weave in language to incorporate all of the comments from the previous Board meeting.

Regarding the background for this item, Government Code section 3207 authorizes (but does not require) counties to adopt local regulations regarding political activity:

“Any city, county, or city and county charter or, in the absence of a charter provision, the governing body of any local agency and any agency not subject to Section 19251 by establishing rules and regulations, may prohibit or otherwise restrict the following:

(a) Officers and employees engaging in political activity during working hours.

(b) Political activities on the premises of the local agency.”

Pursuant to this authority, the County has previously adopted regulations of political activity by county employees, currently set forth in Section 440 of the County Personnel System:

**“440 Improper Political Activity**

No one employed by the County will engage in political activities on County premises while engaged in official duties, using County equipment, or wearing an official County uniform. Political activity is that activity defined under the California Government Code.”

The definition of “employee” set forth in the Personnel System (section 050) excludes elected department heads and elected officials:

“Employee. Any person holding a position of employment with the County which has been duly established by ordinance or resolution of the Board of Supervisors. This includes appointed Department Heads and appointed officers. It excludes elected Department Heads and elected officials.”

Notwithstanding that exclusion, many of the activities specified in the Personnel System are also prohibited by state law applicable to both employees and officers (including elected officials). For example, Government Code section 3206 states: “No officer or employee of a local agency shall participate in political activities of any kind while in uniform.” All such provisions of state law are enclosed for reference.

As mentioned in a recent news article, Inyo County also has a local regulation of political activity, but it applies to elected officials as well as employees. Like Mono County’s regulation, the Inyo regulation is part of Inyo’s Personnel System, but that System’s definition of “employee” includes elected officials, which is why the Inyo regulation also applies to them:

“2.33 Employee. A person elected or appointed to, and occupying, a position in County employment, providing personal services to the County or its residents. This excludes independent and outside contractors and volunteers serving without compensation, unless required by law to be otherwise.

3.6 Political Activities. Employees shall not campaign or conduct any political activity during normal work hours. An employee who seeks elective office of the County may either request an unpaid leave of absence or use accrued vacation/compensatory time off during the term of the campaign and election. If successful in the election, the employee shall be deemed to have resigned from his or her position with the County upon assuming office.”

As you can see, the Inyo regulation not only differs from the Mono regulation with respect to whom it applies to, but also with respect to the political activity prohibited. Inyo's regulation is focused on political activity during "normal work hours" while Mono's regulation is focused on political activity on "County premises."

At least one Board member has expressed an interest in adopting a County ordinance regulating political activity that would be applicable to elected officials. As you can see from the above legal discussion, however, there are many types of regulations that could be potentially be adopted. And it becomes difficult to draft them in a way that isn't overly vague or ambiguous.

For example, what is "political activity?" What are "working hours?" What are "county premises?" None of these terms are defined in the Government Code (notwithstanding language in the current Mono County regulation suggesting otherwise). So these terms should be defined in any ordinance. Furthermore, the ordinance must be drafted in a way that doesn't sweep too broadly and inadvertently prohibit activities that are customary, necessary, and/or protected by state or federal laws.

The proposed ordinance is simply one example of the form such a regulation could take. It is focused on political activity on County premises, as opposed to working hours, because that is the focus of the existing Mono County regulation, and because working hours are a particularly difficult term to define with respect to elected officials. The ordinance prohibits certain political activity on County premises and applies to all persons, including county employees and elected officials (and also members of the public). Note that if the ordinance were limited in its application to only county elected officials and employees, then anyone outside of county government - including those running for public office - would be free to engage in political activity on County premises while current County officials and employees running for office could not. Such unequal treatment of similarly situated persons would be legally problematic and arguably unfair.

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

Encl.



3201. The Legislature finds that political activities of public employees are of significant statewide concern. The provisions of this chapter shall supersede all provisions on this subject in the general law of this state or any city, county, or city and county charter except as provided in Section 3207.

3202. This chapter applies to all officers and employees of a state or local agency.

(a) "Local agency" means a county, city, city and county, political subdivision, district other than a school district, or municipal corporation. Officers and employees of a given local agency include officers and employees of any other local agency whose principal duties consist of providing services to the given local agency.

(b) "State agency" means every state office, department, division, bureau, board, commission, superior court, court of appeal, the Supreme Court, the California State University, the University of California, and the Legislature.

3203. Except as otherwise provided in this chapter, or as necessary to meet requirements of federal law as it pertains to a particular employee or employees, no restriction shall be placed on the political activities of any officer or employee of a state or local agency.

3204. No one who holds, or who is seeking election or appointment to, any office or employment in a state or local agency shall, directly or indirectly, use, promise, threaten or attempt to use, any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any individual person, or to aid or obstruct any individual person in securing, or to prevent any individual person from securing, any position, nomination, confirmation, promotion, or change in compensation or position, within the state or local agency, upon consideration or condition that the vote or political influence or action of such person or another shall be given or used in behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration. This prohibition shall apply to urging or discouraging the individual employee's action.

3205. (a) An officer or employee of a local agency shall not, directly or indirectly, solicit a political contribution from an officer or employee of that agency, or from a person on an employment list of that agency, with knowledge that the person from whom the contribution is solicited is an officer or employee of that agency.

(b) A candidate for elective office of a local agency shall not, directly or indirectly, solicit a political contribution from an officer or employee of that agency, or from a person on an employment list of that agency, with knowledge that the person from whom the

contribution is solicited is an officer or employee of that agency.

(c) This section shall not prohibit an officer or employee of a local agency, or a candidate for elective office in a local agency, from requesting political contributions from officers or employees of that agency if the solicitation is part of a solicitation made to a significant segment of the public which may include officers or employees of that local agency.

(d) Violation of this section is punishable as a misdemeanor. The district attorney shall have all authority to prosecute under this section.

(e) For purposes of this section, the term "contribution" shall have the same meaning as defined in Section 82015.

3205.5. No one who holds, or who is seeking election or appointment to, any office shall, directly or indirectly, offer or arrange for any increase in compensation or salary for an employee of a state or local agency in exchange for, or a promise of, a contribution or loan to any committee controlled directly or indirectly by the person who holds, or who is seeking election or appointment to, an office. A violation of this section is punishable by imprisonment in a county jail for a period not exceeding one year, a fine not exceeding five thousand dollars (\$5,000), or by both that imprisonment and fine.

3206. No officer or employee of a local agency shall participate in political activities of any kind while in uniform.

3207. Any city, county, or city and county charter or, in the absence of a charter provision, the governing body of any local agency and any agency not subject to Section 19251 by establishing rules and regulations, may prohibit or otherwise restrict the following:

(a) Officers and employees engaging in political activity during working hours.

(b) Political activities on the premises of the local agency.

3208. Except as provided in Section 19990, the limitations set forth in this chapter shall be the only restrictions on the political activities of state employees.

3209. Nothing in this chapter prevents an officer or employee of a state or local agency from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of officers or employees of such state or local agency, except that a state or local agency may prohibit or limit such activities by its employees during their

working hours and may prohibit or limit entry into governmental offices for such purposes during working hours.



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ORDINANCE NO. ORD14-\_\_

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING CHAPTER 2.90 TO THE MONO COUNTY CODE, PERTAINING TO POLITICAL ACTIVITIES ON COUNTY PREMISES**

**WHEREAS**, Government Code section 3207 authorizes counties to establish rules and regulations prohibiting or restricting the following: (1) officer and employees from engaging in political activity during working hours; and (2) political activities on County premises; and

**WHEREAS**, the County has previously adopted personnel regulations regarding political activity by county employees; and

**WHEREAS**, the Board now wishes to adopt regulations regarding political activity on County premises;

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

**SECTION ONE:** Chapter 2.90 is hereby added to the Mono County Code and will read as follows:

**“Chapter 2.90  
Political Activities on County Premises**

- 2.90.010 Intent.**
- 2.90.020 Definitions.**
- 2.90.030 Prohibited Political Activity.**

**2.90.010 Intent.** This chapter is adopted pursuant to Government Code section 3207 for the purpose of prohibiting certain political activity on county premises. It shall be construed in accordance with any applicable state or federal laws regarding such political activity and in a manner that does not violate such laws.

**2.90.020 Definitions.** The following terms used in the chapter mean:

- A. “Political activity” means any activity associated with qualifying or nominating a candidate for public office or placing a measure on the ballot for submission to voters and any activity to promote, support, or oppose any such candidate or ballot measure.
- B. “County premises” means any building or other improved real property, or portion thereof, owned or leased by Mono County and used for County purposes. For purposes of this chapter, the common area of any leased premises shall not be considered “county premises.”

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C. "Measure" means any question or proposal for which voter approval is sought, including but not limited to referenda, initiatives, recall petitions, and advisory questions.

**2.90.030 Prohibited Political Activity; Exceptions.** Political activity by any person is prohibited on County premises, except for the following: statements made during any duly-noticed public meeting of a County board, commission, committee, or other body subject to the Ralph M. Brown Act; attendance at and/or participation in any candidate night, town hall meeting, "meet and greet," or other public gathering where political activity is expressly authorized as part of the gathering; rental or other private use of a County community center by any person or group on the same terms and conditions available to the general public; any statements or activity during an authorized meeting on County premises of a county employee union or bargaining unit or unrepresented employees meeting solely for their own labor relations purposes; voting or performing official election duties at a polling place on County premises; any activity expressly authorized by state or federal law; any exercise of free speech or other rights protected by the California or United State constitutions."

**SECTION TWO:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance's adoption and final passage. If the Clerk fails to so publish this ordinance or a summary thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED and ADOPTED** this \_\_\_ 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

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## WordPerfect Document Compare Summary

Original document: C:\Users\mrudolph\Desktop\ordinance re political activities.wpd

Revised document: @PFDesktop\Ordinance re political activities (further revised).wpd

Deletions are shown with the following attributes and color:

~~Strikeout~~, Blue RGB(0,0,255).

Deleted text is shown as full text.

Insertions are shown with the following attributes and color:

Double Underline, Redline, Red RGB(255,0,0).

The document was marked with 4 Deletions, 12 Insertions, 0 Moves.



ORDINANCE NO. ORD14-\_\_\_

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING CHAPTER 2.90 TO THE MONO COUNTY CODE, PERTAINING TO POLITICAL ACTIVITIES ON COUNTY PREMISES

WHEREAS, Government Code section 3207 authorizes counties to establish rules and regulations prohibiting or restricting the following: (1) officer and employees from engaging in political activity during working hours; and (2) political activities on County premises; and

WHEREAS, the County has previously adopted personnel regulations regarding political activity by county employees; and

WHEREAS, the Board now wishes to adopt regulations regarding political activity on County premises;

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

SECTION ONE: Chapter 2.90 is hereby added to the Mono County Code and will read as follows:

**Chapter 2.90  
Political Activities on County Premises**

- 2.90.010 Intent.**  
**2.90.020 Definitions.**  
**2.90.030 Prohibited Political Activity.**

**2.90.010 Intent.** This chapter is adopted pursuant to Government Code section 3207 for the purpose of prohibiting certain political activity on county premises. It shall be construed in accordance with any applicable state or federal laws regarding such political activity and in a manner that does not violate such laws.

**2.90.020 Definitions.** The following terms used in the chapter mean:

- A. "Political activity" means any activity associated with qualifying or nominating a candidate for public office or placing a measure on the ballot for submission to voters and any activity to promote, support, or oppose any such candidate or ballot measure.
- B. "County premises" means any building or other improved real property or portion thereof, owned and used or leased by Mono County and used for County purposes. For purposes of this chapter, the common area of any leased premises shall not be considered "county premises."

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C. "Measure" means any question or proposal for which voter approval is sought, including but not limited to referenda, initiatives, recall petitions, and advisory questions.

**2.90.030 Prohibited Political Activity; Exceptions.** Political activity by any person is prohibited on County premises, except for the following: ~~political discussions and decisions by the board of supervisors during a duly-noticed board meeting~~ statements made during any duly-noticed public meeting of a County board, commission, committee, or other body subject to the Ralph M. Brown Act; attendance at and/or participation in any candidate night town hall meeting, "meet and greet," or other public ~~meeting hosted by the County~~ gathering where political activity is expressly authorized as part of the gathering; rental or other private use of a County community center by any person or group on the same terms and conditions available to the general public; any statements or activity during an authorized meeting on County premises of a county employee union or bargaining unit or unrepresented employees meeting solely for their own labor relations purposes; voting or performing official election duties at a polling place on County premises; any activity expressly authorized by state or federal law; any exercise of free speech or other rights protected by the California or United State constitutions."

**SECTION TWO:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance's adoption and final passage. If the Clerk fails to so publish this ordinance or a summary thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED and ADOPTED** this \_\_\_ 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:

\_\_\_\_\_

1 Clerk of the Board

COUNTY COUNSEL

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 11, 2014

**Departments: Board of Supervisors**

**TIME REQUIRED** 30 minutes (10 minute presentation;  
20 minute discussion)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Jason Foster, Antelope Valley CERT

**SUBJECT** Antelope Valley CERT Request to  
Realign Grant Funds

### AGENDA DESCRIPTION:

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

The Antelope Valley Community Emergency Response Team was awarded \$2,000 during the County's "Non County Organization" grant fund process. At that time, it was thought that this money would be used to purchase a generator, but since that time a lightly used surplus generator was provided by the Sheriff's Department so this need has been met. This agenda item is to request that this grant money of \$2,000 be repurposed toward the purchase of an Emergency Response Trailer, a main priority for the team. FEMA has already granted a large portion of this money and the deadline for spending the FEMA grant money is the end of March. This item has been placed on the consent agenda at the request of Supervisor Fesko.

### RECOMMENDED ACTION:

Authorize the Antelope Valley CERT Team to realign their \$2,000 Non County Organization grant monies awarded by Mono County and spend it towards the purchase of an Emergency Response Trailer in place of a generator, or provide board direction for re-appointing these funds.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Shannon Kendall

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

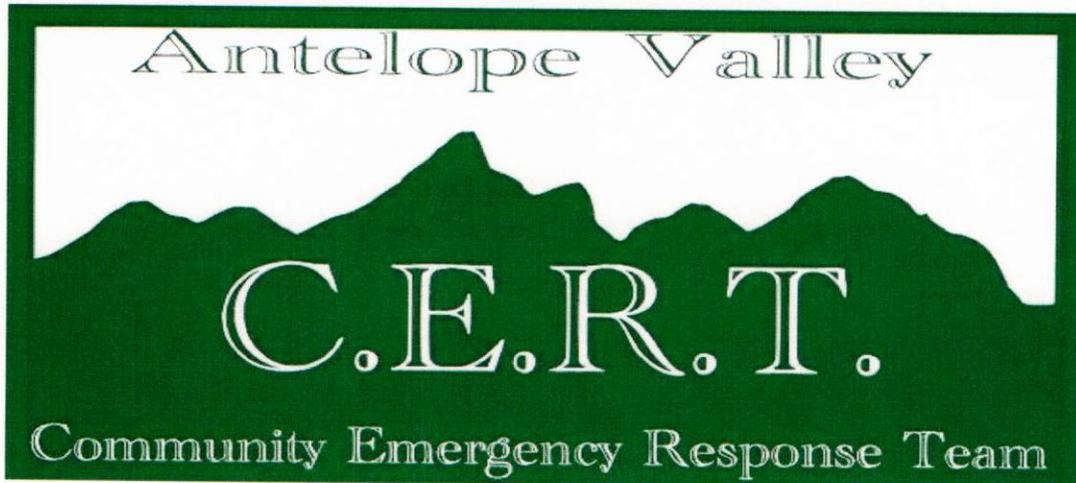
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 [AV CERT Staff](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/5/2014 6:50 AM	County Administrative Office	Yes
3/4/2014 9:59 AM	County Counsel	Yes
3/3/2014 10:51 AM	Finance	Yes



**Date:** February 27, 2014  
**To:** Honorable Board of Supervisors  
**From:** Jason Foster, CERT Team Manager  
**Subject:** Request to realign grant funds

Honorable Board of Supervisors,

I would like to formally request that the Antelope Valley CERT team be able to realign the grant funds that were awarded to us during the County's "Non County organization" grant fund process, which we are very grateful to receive.

As you already know the board awarded the team the amount of 2,000.00 towards the purchase a 5K emergency power generator at the cost of 4,100.00. Since the time of the of the grant award this need has been met. With the assistance of Board, and the county's OES Manager Jeff Beard, AV CERT was able to obtain a surplus 2.5K Generator from the Sheriff's Department that has been lightly used. I believe this generator, although not as powerful, will meet our needs for years to come.

I am now requesting that the TEAM be able to repurpose the 2,000.00 grant award to complete the purchase of our Emergency Response Trailer. This trailer has been the team's main priority and will serve to safely and securely store all of our communications and emergency response equipment, including our new generator.

The cost of this trailer is approximately 5,100.00 plus fees and lettering costs, for a total approx cost of 5,500.00

<b>Emergency trailer cost:</b>	<b>5,100.00</b>
Tax and registration costs:	400.00
Vinyl graphic lettering:	500.00
<b>Total Approx. cost:</b>	<b>6,000.00</b>
FEMA Grant award:	3,450.00
County grant award:	2,000.00
CERT funds to cover:	550.00
<b>Total funds available:</b>	<b>6,000.00</b>

As you can see, your approval of this request will allow us to complete the purchase of our Emergency response trailer by the end of March which is the spending deadline for the FEMA grant.

Thank you in advance for your consideration on this very important project.

Jason Foster,



CERT Team Manager