



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Regular Meeting

August 6, 2013

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

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

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

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

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

9:00 AM

Call meeting to Order

Pledge of Allegiance

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

Approximately thru **CLOSED SESSION**
10:30 a.m.

BOARD OF SUPERVISORS

- 1a) **Closed Session - Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: United States and Walker River Paiute Tribe v. Walker River Irrigation District et al.
- 1b) **Closed Session - Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC v. Mono County et al..
- 1c) **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. Facts and circumstances: legal dispute regarding Davison Street real property transaction.
- 1d) **Closed Session - Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Standard Industrial Minerals et. al.
- 1e) **Closed Session - Public Employment** - PUBLIC EMPLOYMENT. Government Code section 54957. Title: Deputy County Counsel.
- 1f) **Closed Session - Pumice Valley Landfill Site** - CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill. Agency negotiators: Jim Leddy, Tony Dublino, Stacey Simon. Negotiating parties: County of Mono and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.
- 1g) **Closed Session--Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

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. Approve minutes of the Regular Meeting held on July 9, 2013.

B. Approve minutes of the Regular Meeting held on July 16, 2013.

3) **BOARD MEMBER REPORTS**

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

Approximately 10 **COUNTY ADMINISTRATIVE OFFICE**
Minutes

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

10:30 a.m. **DEPARTMENT REPORTS/EMERGING ISSUES**
Approximately 15 (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)
minutes

Approximately 5
minutes for
Consent Items

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.)

FINANCE

- 5a) **2013 Property Tax Sale** - The Revenue and Taxation Code requires approval from the Board of Supervisors before the Tax Collector may conduct a sale of tax defaulted property. The attached request includes a list of property subject to sale and the relevant amount due from owner (minimum bid).

Recommended Action: Approve sale of tax defaulted property subject to power to sell.

Fiscal Impact: None.

SOCIAL SERVICES

- 6a) **Medi-Cal Privacy and Security Agreement** - Proposed contract with State of California, Department of Health Care Services pertaining to County Medi-Cal Privacy and Security Agreement.

Recommended Action: Authorize Kathy Peterson, Director of Mono County Department Social Services, to execute the Medi-Cal Privacy and Security Agreement required by the State of California for the administration of Medi-Cal benefits.

Fiscal Impact: None anticipated.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 7a) **General Plan Update Environmental Impact Report** - Proposed contract with Bauer Planning and Environmental Services, Inc. pertaining to General Plan Update Environmental Impact Report.

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

Fiscal Impact: The majority of contract costs will be grant funded; General Fund impacts will not exceed \$40,000. There is sufficient appropriation in both the rollover budget and the department requested budget to cover this expenditure.

INFORMATION TECHNOLOGY

Additional Departments: County Administrative Office

- 8a) **Town of Mammoth Lakes IT and GIS Support Services Contract** - Information Technology (IT) and Geographic Information Systems (GIS) Services professional services contract with the Town of Mammoth Lakes.

Recommended Action: Authorize the County Administrator to negotiate and enter into a five-year professional services contract with the Town of Mammoth Lakes, consistent with the proposed Scope of Work, for the purpose of providing Information Technology and Geographic Information Systems Services. The contract shall ensure recovery of the County's direct and indirect costs of providing the professional services. (Note: With respect to GIS services, this contract will subsume and replace the existing contract under which the County provides such services.)

Fiscal Impact: There will be no fiscal impact to the County. The costs for the services provided will be completely covered by the Town for the duration of this contract. The costs to provide the services proposed are further detailed in the staff report. Both the projected revenue and related appropriations are included in the department's 2013-2014 requested budget.

HUMAN RESOURCES

Additional Departments: CAO

- 9a) **Greenberg Employment Agreement (IT Director)** - Proposed resolution approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment. Mr. Greenberg is currently the County's Geographic Information System (GIS) Coordinator and Digital 395 Project Manager. Under this agreement, Mr. Greenberg would become the County's new Information Technology (IT) Director and would also continue to serve as the County's Digital 395 Project Manager.

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

Fiscal Impact: The Information Technology Manager position costs a total of \$154,440.14 for 11 months of 2013-2014 which is fully budgeted. The components include: \$101,420.00 in salary; PERS - \$19,180.33 and benefits costs of \$33,839.60.

Additional Departments: County Administrator

- 9b) **Van Lente Employment Agreement (Human Resources Director/Risk Manager)** - Proposed resolution approving an employment agreement with William (Bill) Van Lente and prescribing the compensation, appointment, and conditions of said employment in the position of Human Resources Director/Risk Manager for Mono County. Under this agreement, Mr. Van Lente would become the County's Human Resources Director/Risk Manager. The start date for Mr. Van Lente would be August 19, 2013.

Recommended Action: Approve Resolution #R_____, approving an employment agreement with William Van Lente, and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The Human Resources/Risk Manager position costs a total of \$152,324.93 for 11 months of 2013-2014 which is fully budgeted. The components include: \$99,825.00 in salary; PERS - \$18,876.33 and benefits costs of \$33,623.60.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

- 10a) **Katusich Letter Regarding Antelope Valley Senior Center**
Recommended Action: Correspondence dated July 25, 2013 from Lynne Katusich to Supervisor Fesko regarding the important benefits of the Antelope Valley Senior Center.
- 10b) **CHP Letter of Appreciation to Public Works** - Correspondence dated July 10, 2013 from Lt. Commander R.D. Cohan of the California Highway Patrol, commending the Public Works Department and various employees for their outstanding work done in reference to the Bridgeport 4th of July parade.
- 10c) **Bridgeport RPAC Passed Resolutions** - On July 18, 2013, the Bridgeport RPAC passed two resolutions. One supporting the new Bridgeport Main Street Design and continued revitalization efforts and the second requesting continued participation of Douglas E. Power, Marine Corps Mountain Warfare Training Center Community Planning and Liaison Officer. These are copies of these resolutions for your information.
- 10d) **Inyo Board Of Supervisors Letter Regarding Yellow-Legged Frog** - Correspondence dated July 15, 2013 from the Inyo Board of Supervisors to interested parties regarding proposed listing and designation of critical habitat for the Sierra Nevada Yellow-Legged Frog, and northern distinct population segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad.
- 10e) **June Lake Winter Activities** - Announcement about the 2014 June Lake Winter Festival.
- 10f) **Hutton Correspondence** - Letter from Wayne Hutton of Hammil Valley, regarding the 7/15/13 budget workshop held in Chalfant Valley and comments relating to this workshop.
- 10g) **O'Sullivan Letter Regarding Mono County Government** - Correspondence dated July 14, 2013 commending Mono County about the new CAO, Jim Leddy and the new CFO, Leslie Chapman. Also included in this letter is a desire to have more Board meetings (than one) in Mammoth each month.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: Public Works

- 11a) **Presentation of Recognition Plaques from Bridgeport Fourth of July Committee** (Jim Leddy) - Presentation of 2 recognition plaques received from the Bridgeport Fourth of July Committee for the Public Works Department and the Mono County Board of Supervisors in appreciation of their support and efforts during the 151st Annual Fourth of July Celebration.

5 minutes

Recommended Action: None.

Fiscal Impact: None.

BOARD OF SUPERVISORS

12a)
30 minutes

NFWF Presentation - Walker River Water Acquisition Program (Joy Giffin, NFWF) - Presentation and update by representatives of the National Fish and Wildlife Foundation regarding the Walker River Water Acquisition Program.

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

Fiscal Impact: None.

12b)
30 minutes

Presentation by Mono County Resources Conservation District (RCD Member) - Presentation by Mono County Resources Conservation District (RCD) regarding its activities related to the Walker River Water Leasing Program within Mono County.

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

Fiscal Impact: None.

LUNCH

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.)

FINANCE

Additional Departments: Community Development, Mammoth Lakes Housing

13a)
Public Hearing
1:00 p.m.
15 minutes

Public Hearing to Close Community Development Block Grant (Mary Booher) - Public hearing to review and receive public comment on the final Grant Performance Report for Community Development Block Grant #10-STBG-6730.

Recommended Action: Conduct public hearing. Provide any desired direction to staff.

Fiscal Impact: None.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: County Counsel

14a)
15 minutes

Proposed Resolution Determining that Michael McGovern is Eligible for Industrial Disability Retirement (John Vallejo) - Proposed resolution determining that Michael McGovern is eligible for Industrial Disability Retirement.

Recommended Action: Adopt proposed resolution #R13-_____, determining that Michael McGovern is eligible for Industrial Disability Retirement. Provide any desired direction to staff.

Fiscal Impact: Advance Disability Pension payments in the amount of \$3,210.86 per month until the determination is final with CalPERS, at which time said expenditures would be reimbursed to the County.

PUBLIC WORKS - ROAD DIVISION

15a)
15 minutes

Speed Survey Results (Jeff Walters) - In April of 2013, at the direction of the Public Works department, Omni-Means conducted speed surveys on three county roads. The results of these speed surveys were presented to the Board of Supervisors in June who directed Public Works to share the results with the respective communities.

Recommended Action: Hear staff report regarding recent speed surveys and associated community comments. Provide any desired direction to staff.

Fiscal Impact: If the proposed new speed limits are authorized by the Board of Supervisors less than \$1,000 in labor and materials would be required. These costs are included in the proposed 2013-14 Road budget.

SOCIAL SERVICES

Additional Departments: Probation

- 16a)** **Child Welfare and Juvenile Probation Services, Child and Family Services Self-Assessment** (Kathy Peterson, Social Services and Karin Humiston, Probation) - Receive brief overview of the recently completed Child and Family Services Self-Assessment from Child Welfare and Probation Department staff, and authorize Board Chair to sign assessment for submission to State Department of Social Services for final approval.
15 minutes

Recommended Action: Approve and authorize Board Chair to execute the Child Welfare and Juvenile Probation Services, Child & Family Services Self-Assessment.

Fiscal Impact: None.

PROBATION

- 17a)** **Evidence-Based Practices to Improve Public Safety EBT-IT** (Karin Humiston) - Proposed resolution approving the Evidence Based Practices to Improve Public Safety (EBP-TIPS) Grant.
25 minutes

Recommended Action: Adopt Resolution #R13-___ approving the Evidence Based Practices to Improve Public Safety (EBP-TIPS) Grant. Provide any desired direction to staff.

Fiscal Impact: None.

- 17b)** **Approval of Memorandum of Understanding with Division of Juvenile Justice** (Karin Humiston) - Proposed resolution approving a Memorandum of Understanding with the California Department of Corrections and Rehabilitation (CDCR) Division of Juvenile Justice (FY 2013-14).
5 minutes

Recommended Action: Adopt proposed resolution #R13-____, approving a Memorandum of Understanding with the CDCR Division of Juvenile Justice for FY 2013-14. Provide any desired direction to staff.

Fiscal Impact: None.

FINANCE

- 18a)** **Quarterly Investment Report/June Transaction Report** (Rose Glazier) - Report on Mono County Treasury Pools quarter ending 6/30/2013 activities and investments. Per Mono County Investment policy report treasury transactions for June 2013.
15 minutes

Recommended Action: Informational only.

Fiscal Impact: None.

- 18b)** **Investment Workshop** (Rose Glazier and Carlos Oblites) - Workshop presented by Carlos Oblites, Senior Managing Consultant with PFM Asset Management to discuss and explain today's bond market, how it effects the Mono County portfolio & will give his insight on forecasting the market.
1 hour

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

Fiscal Impact: None.

ADJOURNMENT

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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference with Legal Counsel		

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: United States and Walker River Paiute Tribe v. Walker River Irrigation District et al.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
7/30/2013 5:19 PM	County Administrative Office	Yes
7/30/2013 10:06 AM	County Counsel	Yes
7/30/2013 2:52 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference with Legal Counsel		

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
7/30/2013 5:25 PM	County Administrative Office	Yes
7/30/2013 10:19 AM	County Counsel	Yes
7/30/2013 3:22 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference with Legal Counsel		

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: legal dispute regarding Davison Street real property transaction.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
7/30/2013 5:20 PM	County Administrative Office	Yes
7/30/2013 10:20 AM	County Counsel	Yes
7/30/2013 3:23 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference with Legal Counsel		

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
8/1/2013 7:32 AM	County Administrative Office	Yes
7/31/2013 6:20 PM	County Counsel	Yes
8/1/2013 7:32 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Public Employment		

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Deputy County Counsel.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
7/30/2013 5:20 PM	County Administrative Office	Yes
7/30/2013 10:20 AM	County Counsel	Yes
7/30/2013 3:23 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Pumice Valley Landfill Site		

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill. Agency negotiators: Jim Leddy, Tony Dublino, Stacey Simon. Negotiating parties: County of Mono and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: / tdublino@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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No Attachments Available

History

Time	Who	Approval
7/25/2013 1:20 PM	County Administrative Office	Yes
7/30/2013 11:39 AM	County Counsel	Yes
7/25/2013 6:30 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session--Human Resources		

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman 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:

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No Attachments Available

History

Time	Who	Approval
7/8/2013 4:17 PM	County Administrative Office	Yes
7/29/2013 4:09 PM	County Counsel	Yes
7/24/2013 10:58 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Board Minutes		

AGENDA DESCRIPTION:

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

A. Approve minutes of the Regular Meeting held on July 9, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Lynda Roberts

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

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PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Minutes for July 9](#)

History

Time	Who	Approval
7/17/2013 10:57 AM	County Administrative Office	Yes
7/29/2013 4:59 PM	County Counsel	Yes
7/25/2013 12:37 PM	Finance	Yes



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

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

Regular Meeting

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

July 9, 2013

Flash Drive	#1014
Minute Orders	M13-163 to M13-166
Resolutions	R13-53 to R13-54
Ordinance	Ord13-04 – NOT USED

9:07 AM

Meeting Called to Order by Supervisor Hunt, Chair

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

Pledge of Allegiance led by Supervisor Johnston

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- Vicki Smith, Executive Director, State of California, State Council on Developmental Disabilities: Introduced herself and spoke briefly about the program. Her agency helps build bridges with publically funded agencies to assist people with developmental disabilities. Smith offered to make a full presentation in the future.

Closed Session: 9:10 a.m.

Break: 10:37 a.m.

Reconvened: 10:42 a.m.

Adjourned: 12:16 p.m.

Reconvened at Memorial Hall: 6:10 p.m.

Adjourned: 8:00 p.m.

CLOSED SESSION

The Board had nothing to report from Closed Session.

BOARD OF SUPERVISORS

1a) Closed Session - Public Employment - PUBLIC EMPLOYMENT. Government Code section 54957. Titles: Human Resources Director/Risk Manager; Information Technology Manager; Animal Control Director; Public Works Director; and EMS Manager.

1b) Closed Session--Human Resources - CONFERENCE WITH LABOR

Note

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

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

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2) APPROVAL OF MINUTES

M13-163 A. Approve minutes of the Regular Meeting held on June 18, 2013.

Alpers moved; Stump seconded

Vote: 5 Yes; 0 No

3) BOARD MEMBER REPORTS

Supervisor Alpers

1. Attended the Mammoth Lakes July 4th parade. It was a bit disappointing because there were fewer entries than in the past, and a water fight erupted at one point that inhibited enjoyment of the parade.
2. Last week two people from the Public Utilities Commission visited Mono County and toured District 2 and June Lake. They reviewed the problem of getting Digital 395 into June Lake; this will be a challenge and will require extra funding.

Supervisor Fesko

1. A group of Eastern Sierra Ridge Riders (ESRR) participated in the Bridgeport July 4th parade. The parade had a very good turnout and created an upswing in business; the vendors loved the new School Street Plaza. Besides the booths, there were bounce houses on the lawn for the children. This was the best July 4th in a long time. ESRR will be participants in years to come.
2. Also pertaining to July 4th, in 1876 several locals in Antelope Valley climbed the Centennial Bluffs and planted a flag. For the last seven years, Fesko has raised the flag again on Centennial Bluffs to commemorate this historical event.
3. July 6: Met with the Twin Lakes Homeowners Association, as well as the Virginia Lakes Water Group. The VL Water Group talked about issues from last year regarding work done by Praxis for Digital 395.
4. Yesterday: Attended the Local Transportation Commission meeting. They are waiting for more information from the state about the next funding allocation.
5. Held a post meeting in Antelope Valley to discuss the recent ATV jamboree event. This is the event's 6th year and the largest turnout so far.
6. Attended the North County Chamber meeting last night. Thanked Alicia Vennos and Jeff Simpson, Mono County Tourism Office, for the work they are doing and their interaction with the local community.
7. Tonight is the town hall budget meeting in Bridgeport; another meeting is scheduled in Antelope Valley for Thursday.

Supervisor Hunt

1. June 21: Attended the Eastern Sierra Council of Governments and Eastern Sierra Transit Authority meetings in Bishop. Jim Leddy, CAO, also attended the meetings

Note

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and met various people associated with these two groups. The groups have expressed more interest in working together to make things happen.

2. June 25: Attended the Tourism Commission Meeting, Carl Ribaldo gave an update on the County economic development plan and corridor plan. He will present this information to the Board next week.
3. Mammoth had a good turnout at the events held over the 4th of July weekend. The highlight of the parade was the space shuttle float, and the fireworks display at Crowley was top notch. There probably won't be fireworks again at Crowley since the Town plans to hold its events in Mammoth.
4. July 6: Volunteered at the Food and Wine Festival event held to support the College Foundation; it was very successful. Participation increased by at least 30-40% over last year, and many people were from out of town.
5. This week is Jazz Jubilee in Mammoth Lakes and the June Lake Triathlon.
6. Will be attending the Town-County Liaison Meeting this week. The Town is losing employees, and may rely on the County for assistance.

Supervisor Johnston

1. Yesterday: Attended the Local Transportation Commission meeting (LTC).
2. Attended the Trails Homeowners Association meeting; they discussed the solid waste materials recovery facility issue.
3. Attended a kick-off meeting pertaining to a biomass facility.

Supervisor Stump

1. Attended a meeting in Bishop with Department of Water and Power. There is a water issue in Crowley Lake regarding diversions; Stump will be meeting with DWP, the Forest Service and homeowners. Diversions are occurring on private property and Forest Service land, and are impacting fish in the west fork of Hilton Creek as well as the ability of ranchers to irrigate. This is a complex issue.
2. Attended a meeting with the new BLM acting area manager regarding the eviction situation in the trailer park. The 90-day notice has expired, but the new area manager knows residents are attempting to comply, so he intends to be as flexible as possible.
3. Yesterday: Attended the LTC meeting and attended the first budget workshop in Crowley.
4. Has worked with Scott Burns on a response to the issue involving the yellow-legged frog.
5. A budget town hall meeting is scheduled in Chalfant next Monday.
6. In connection with Digital 395, representatives of the PUC took a tour of the Crowley Lake area.

COUNTY ADMINISTRATIVE OFFICE

4)

CAO Report regarding Board Assignments

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

Jim Leddy, CAO

1. Met with Angelle Nolan about the Animal Control Department. Leddy will work with the team to look for efficiencies and ensure continuity of services.
2. Participated in a High Sierra Foundation conference call. They are looking at financially feasible energy programs for Mono County.
3. Budget meetings are underway in the various communities this week and next. Leddy and the Finance Director will capture the dialogue and create a report for the Board to use during budget workshops.
4. The Solid Waste Task Force will meet on Wednesday to discuss the next steps required to address upcoming issues.
5. Will be holding department budget meetings to review each budget.

Note

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DEPARTMENT REPORTS/EMERGING ISSUES

- There were no reports.

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.)

PROBATION

- 5a) Juvenile Justice Prevention Act (JJCPA) – The Department of Probation applied for and received funding for JJCPA for the fiscal year 12-13. As the last four year's applications did not report changes within the JJCPA, the Department of Probation did not have to submit to the Board of Supervisors for a Resolution. However, there have been multiple changes. This application reports all substantive changes and therefore seeks the approval of the Board of Supervisors. The JJCPA fund estimated allocation for Mono County is \$37,855.

- R13-53** **Action:** Approval Resolution #R13-53 approving the Substantive Plan Modification for the Juvenile Justice Prevention Act (JJCPA) Grant authorizing the Chief Probation Officer to sign or the chair person of the Board of Supervisors to submit and/or to sign Mono County's Application for Approval for the County's Comprehensive Multi-agency Juvenile Justice Plan and related contracts, amendments, or extensions with the State of California.
Johnston moved; Fesko seconded
Vote: 5 Yes; 0 No

ECONOMIC DEVELOPMENT

- 6a) Reappointment of Tourism Commissioner – Board approval for the reappointment of Jimmy Little (D4) to the Mono County Tourism & Film Commission for a 4-year term, ending June 30, 2017.

- M13-164** **Action:** Reappoint Jimmy Little to the Mono County Tourism & Film Commission for a 4-year term, ending June 30, 2017.
Johnston moved; Fesko seconded
Vote: 5 Yes; 0 No

Supervisor Stump: Jimmy Little is also a member of the Eastern Sierra Unified School District board; does this present any conflicts?

- Marshall Rudolph, County Counsel: No, there are no conflicts.

COUNTY COUNSEL

Additional Departments: CAO/HR

- 7a) Westerlund Contract Amendment – Proposed resolution approving an agreement and first amendment to agreement re employment of Stacey Westerlund.

Note

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R13-54 **Action:** Adopt Resolution #R13-54, approving an agreement and first amendment to agreement re employment of Stacey Westerlund.
Johnston moved; Fesko seconded
Vote: 5 Yes; 0 No

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

8a) No Correspondence

COMMUNITY DEVELOPMENT – PLANNING DIVISION

Additional Departments: Economic Development

9a) Bridgeport Multi-Agency Office and Visitor Center (Wendy Sugimura) –
Presentation by Wendy Sugimura regarding progress on conceptualizing a
multi-agency office and visitor center in Bridgeport.

M13-165 **Action:** 1) Direct Planning Department staff to work with County Administrative Officer to implement the next steps in the proposed project: a) engage the California Highway Patrol; b) define the County’s role and assign a staff lead; and c) open conversations with potential developers who would build, own and operate the facility, possibly as part of a public-private partnership. 2) Authorize the Board Chair to submit a letter to the California Highway Patrol to initiate collaborative efforts to include a new CHP facility in this project.

Fesko moved; Johnston seconded

Vote: 5 Yes; 0 No

Wendy Sugimura, Community Development Department: This project idea came up again as a result of the Bridgeport Main Street revitalization project. Today’s agenda item is just a starting point for future discussions. Sugimura gave a PowerPoint presentation reviewing the Bridgeport Multi-Agency Office and Visitor Center project concept (information is included in the agenda packet). Presentation reviewed the following:

- History and context of the proposal.
- List of participants and their interests: 1) Enhance the visitor experience; 2) promote, interpret, share and protect natural resources; 3) spur economic development; 4) provide shared agency offices; 5) contribute to local communities.
- Reviewed project assumptions based on the 2004 feasibility study done for a visitor center in Bridgeport. The current visitor’s center meets the criteria listed in Phase I of the study; Phase II is proceeding. Sugimura reviewed site criteria:
 - Outlined conceptual programming of a new site (multi-use potential with various agencies).
 - Reviewed potential locations and land assemblage requirements.
 - There is high interest in the Buster’s Market site or a south-side assemblage. The CHP facility may be rebuilt in Bridgeport so they are open to options for a multi-agency office.

Note

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- Reviewed conceptual site planning alternatives (type of construction, renovation vs. new construction, incorporation of public space, shared parking).
- Design ideas to improve business facades in Bridgeport may require changes in the General Plan Update.
- Reviewed conceptual site plans of Buster's Market location, south-side assembly location (option 1), south-side assembly location (option 2), and north-side assembly location.
- Reviewed next steps: 1) Board approval of a letter to the Highway Patrol about collaborative efforts; 2) defining the County's role and assigning lead staff; 3) opening conversations with potential developers.

Board Discussion:

- Angled parking concept on Main Street and reason for back-in parking.
- Bridgeport entry signs.
- How buildings and parking are situated on the Buster's Market site; potential for icy conditions needs to be considered.
- Taking private property off tax rolls will impact revenue to the County, special districts, and schools.
 - Supervisor Fesko: The concept is to have a private developer purchase and develop the facility which would preserve the tax base.
 - Sugimura: There is no proposal for the County to acquire or develop the property.
- The Bridgeport Indian Colony and Bridgeport Economic Development Corporation are potentially interested developers.
- It is the County's option to determine the level of involvement in a property purchase, lease-back, or re-sale.
- Concern about how adding this project to staff workloads will impact their time and progress of other projects.
 - Developer/investor interest would determine level of staff involvement.
 - CAO could coordinate with the Planning Department to determine who lead staff should be.
- Initial process should remain with Wendy Sugimura. Momentum needs to continue with the two potential developers and engagement with CHP. After initial efforts, Sugimura could report back to the Board.
- This project is a way for the Supervisors to assist with economic development in the North County.

Scott Burns, Community Development Department: The planning phase of this project is ending so staff needed to present the information to the Board for direction about moving forward.

Jim Leddy, CAO: This project can be brought to the Board during budget for consideration.

CLERK OF THE BOARD

- 10a) Caltrans Letter Against Further Requirements on Encroachment Permits (Chairman Byng Hunt) - Caltrans may begin requiring special event traffic control be handled by licensed contractors as part of the Encroachment Permit Process. This requirement would create a financial burden for local communities which are tourist based. This proposed letter from the Board strongly urges Caltrans to consider no further requirements on Encroachment Permits in order

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to support our ongoing community's events. This item is being sponsored by Chairman Hunt.

M13-166 **Action:** Authorize Chairman Hunt's signature on the proposed letter from the Board of Supervisors to Caltrans arguing against further requirements on Encroachment Permits in order to support our ongoing community events.

Alpers moved; Johnston seconded

Vote: 5 Yes; 0 No

Supervisor Hunt: This Caltrans proposal could have a negative impact and create problems for events. The proposed letter opposes the requirement and asks Caltrans to stay involved at the local level.

- Supervisor Fesko: Agreed and supports the letter.
- Supervisor Johnston: Would like RCRC involvement; suggested adding CSAC to the list of recipients. There has been a voluntary partnership in the past and this proposed change seems to insert unnecessary complications. Larger urban areas have the resources to handle the proposed requirement; rural areas do not. There is a lack of manpower in a rural area.

Adjourn: 12:16 p.m.

The Board reconvened at Memorial Hall for the Budget Town Hall Meeting.

Reconvene: 6:10 p.m.

Meeting Called to Order by Supervisor Hunt, Chair

- Supervisors present: Alpers, Fesko, Hunt, and Johnston
- Supervisors absent: Stump

FINANCE

11a) Community Budget Workshop (Leslie Chapman, Jim Leddy) - Presentation regarding the Fiscal Year 2013-2014 budget. County team will provide information and encourage input from community members regarding budget appropriations.

Action: None.

Chairman Hunt: This is an opportunity for the public to learn more about what the County does and participate in the budget process.

Supervisor Fesko: Introduced Jim Leddy, CAO, and Leslie Chapman, Finance Director. The purpose of this town hall meeting is to let people participate in an open budget process. After the presentation, the forum will be opened for public input.

Jim Leddy, CAO, gave a PowerPoint presentation (on file in the Clerk's Office). The presentation outlined the following:

- Economic Outlook
- General Fund Trend
- County Staffing Trends
- Total Budget

Note

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- County Budget Overview
- Property Tax Dollar
- General Fund
- Service Categories
- Expenditures by Department
- Long-Term Liabilities and Unmet Needs
- Strategic Plans for the Future
- Budget Development Timeline

After the formal presentation, the Board conducted an open forum with audience members to discuss budgetary issues confronting the County and receive public input.

Public input from the town hall meetings will be compiled by community into a report and presented to the Board as part of the upcoming budget workshops. Information updates will be posted online.

ADJOURN: 8:00 p.m.

ATTEST:

BYNG HUNT
CHAIR

LYNDA ROBERTS
CLERK OF THE BOARD

§§§§§



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Board Minutes		

AGENDA DESCRIPTION:

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

B. Approve minutes of the Regular Meeting held on July 16, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Lynda Roberts
PHONE/EMAIL: x5538 / 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
 [07-16-13 draft mins](#)

History

Time	Who	Approval
7/22/2013 10:30 AM	County Administrative Office	Yes
7/29/2013 5:10 PM	County Counsel	Yes
7/25/2013 6:32 PM	Finance	Yes



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

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

Regular Meeting

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

July 16, 2013

Flash Drive	Portable
Minute Orders	M13-167 to M13-174
Resolutions	R13-55 to R13-58
Ordinance	Ord13-04 – NOT USED

9:00 AM

Meeting Called to Order by Supervisor Hunt, Chair

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

Pledge of Allegiance led by Supervisor Hunt

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

1. Tony Vaught: The Board of Supervisors selected his company to develop a conceptual plan about use of the Conway Ranch. He has met with County staff, marina operators, fisherman and other stakeholders, and has visited June Lake and the state hatchery, so he has a good picture of what is happening in the area with recreational fishing. The State of California offers a lot of recreational fishing, and the contribution of private industry is able to assist in ways the state cannot. Vaught will be working on Conway Ranch today and tomorrow, and looking at all the resources.
 - o Supervisor Hunt: The Board is anxious to get a good conceptual plan for Conway Ranch.
 - o Supervisor Stump: Asked about using Conway Ranch to raise trout for local restaurants. Vaught talked about the economic value of this concept.

Closed Session: 9:14 a.m.

Break: 10:30 a.m.

Reconvened: 10:36 a.m.

Closed Session/Lunch: 12:16 p.m.

Reconvened: 1:35 p.m.

Break: 3:20 p.m.

Reconvened: 3:26 p.m.

Closed Session/Dinner: 5:14 p.m.

Reconvened: 6:05 p.m.

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Adjourned: 7:30 p.m.

CLOSED SESSION

The Board had nothing to report from Closed Session.

BOARD OF SUPERVISORS

- 1a) Closed Session - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Russell Covington v. County of Mono et al.
- 1b) Closed Session - Public Employment - PUBLIC EMPLOYMENT. Government Code section 54957. Titles: Human Resources Director/Risk Manager; Information Technology Manager; Animal Control Director; Public Works Director; and EMS Manager.
- 1c) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.
- 1d) 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.
- 1e) Conference With Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Mono County Personnel Appeals Board.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2) **APPROVAL OF MINUTES**

- M13-167** A. Approve minutes of the Regular Meeting held on July 2, 2013.
Johnston moved; Stump seconded
Vote: 5 Yes; 0 No

3) **BOARD MEMBER REPORTS**

Supervisor Alpers

- 1. No report.

Note

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Supervisor Fesko

1. Thanked Jim Leddy, CAO, and Leslie Chapman, Finance Director, for hosting the town hall meetings last week. The meetings have been well received.

Supervisor Hunt

1. Attended a Community Corrections Partnership meeting with Karin Humiston, Probation Director. This group has been combined with the Juvenile Justice Coordinated Council.
2. Attended the Town-County Liaison meeting; discussed landfill issues. Hunt gave the Supervisors copies of an information sheet on the biomass program.
3. Yesterday: Attended the Great Basin Air Pollution Control District meeting.

Supervisor Johnston

1. Yesterday: Attended the Great Basin Air Pollution Control District meeting.
2. Has been invited to serve on the IMACA board temporarily.

Supervisor Stump

1. Attended the Town-County Liaison meeting. Concerns of Mammoth constituents were well represented by Supervisor Hunt.
2. Attended the Eastern Sierra Agency on Aging meeting. The original budget cut was reduced by 2/3 due to lobbying efforts; this is a one-year fix. It would be good to work collaboratively with Inyo County and with state representatives on this issue. The program manager will make a request of her board to allow meals for Tri-Valley to be prepared in Bishop rather than in Walker.
3. Attended the budget town hall meeting in Chalfant last night. Received complaints about building permitting fees and lack of responsiveness; too much patrolling by Animal Control; and poor coverage in Tri-Valley, Paradise, and Swall Meadows by the Sheriff's Department.

COUNTY ADMINISTRATIVE OFFICE

4)

CAO Report regarding Board Assignments

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

Jim Leddy, CAO

1. Last week held budget town hall meetings. Will post information online from all the meetings.
2. Attended the Town-County Liaison meeting; discussed solid waste. This issue will be on the Board's August 6th agenda.
3. The Finance Director and CAO are holding meetings with department heads about their budgets.
4. Expressed appreciation for the Board and how focused they are on the job.
 - a. Supervisor Hunt: The Board is receiving letters of appreciation about the Finance Director and CAO.

DEPARTMENT REPORTS/EMERGING ISSUES

1. **Dan Lyster**, Economic Development: Last week at the State Fair Mono County won two ribbons: A gold medal ribbon for the booth, and a ribbon for Best in Division: Best use of produce, products and artifacts. Mono County had a giveaway again this year so Economic Development will collect more leads.
2. **Mary Booher**, Finance: The State Housing Commission will be coming the week of August 5th for a monitoring visit pertaining to the development block grant that closed June 30th. Booher will hold the required public hearing at the Board's August 6th meeting so they can observe.

Note

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3. **Marshall Rudolph and John Vallejo**, County Counsel's Office: Update about a recent lawsuit filed in California State Supreme Court pertaining to enforcement of Proposition 8, and the Department of Public Health's order to clerks to issue marriage licenses to same-sex couples. The action is naming all clerks; the Real Party in Interest is the State and Governor Brown. Asked the Board if they wanted to add an urgency item in order to provide direction to the Mono County Clerk.
 - o **Supervisor Hunt:** Suggested letting it play out and asked County Counsel to keep the Board informed.
4. **Garrett Higerd**, Public Works: 1) Update on current construction projects in Lee Vining and Bridgeport. 2) Due to heavy rainfall on July 3rd, Public Works is reviewing flood conditions in Bridgeport and working on problematic drainage issues. 3) Recently opened bids for the Aspen Road paving project. Received very competitive bids, so will be moving forward on the project. 4) Moving forward on the Paradise guardrail project.
 - o **Supervisor Fesko:** Regarding the paving project on Sinclair Street in Bridgeport, in the future Public Works needs to work with businesses in advance to develop a schedule that won't impact them in a negative way. Fesko thanked Higerd for working with the contractor to delay the Sinclair Street project until heavy business season is over.

CONSENT AGENDA

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

Supervisor Johnston pulled Item #5b.

COUNTY ADMINISTRATIVE OFFICE

5a) Letter of Support for HR 1823 - Proposed letter of support by the Board of Supervisors for Assembly Bill 151 (Olsen) as recently amended. Said Bill would add Quagga Mussels to the national list of invasive species as defined under the Lacey Act. This would be an important first step to help stop the spread of this invasive species and potentially save billions of dollars in future water-related infrastructure maintenance costs and recreation industries. This would allow for increased inspection of boats crossing state lines and help to prevent the further spread and inherent damage of Quagga Mussels.

M13-168 **Action:** Approve and authorize the Board Chair to sign the proposed letter of support for HR 1823 pertaining to invasive species (Quagga Mussels).
Fesko moved; Alpers seconded
Vote: 5 Yes; 0 No

5b) Letter of Support for HR 836 - Proposed letter of support by the Board of Supervisors for HR 836 (Miller) Sunshine on Conflicts Act of 2013. Said bill would increase the number of qualified candidates able to serve on the Lahontan Regional Water Quality Control Board. HR 836 would replace the current income restriction approach with a conflict of interest test which would prohibit any member of a board or body that approves permit applications from voting on, or seeking to influence the approval of any permit in which that member has a direct or indirect financial interest as defined in State law.

Note

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Action: None

Supervisor Johnston: Does not agree with the letter supporting proposed changes for appointments to the Lahontan Regional Water Quality Board. He does not believe people with conflicts of interest should be appointed to the board.

- Supervisors Fesko and Alpers concurred; this is a powerful board. They would rather see current standards maintained.

Jim Leddy, CAO: This was brought forward by RCRC, hence the agenda item before the Board.

HUMAN RESOURCES

Additional Departments: CAO

- 6a) Higerd contract amendment - Proposed resolution approving an agreement and first amendment to the agreement re employment of Garrett Higerd.

R13-55 Action: Adopt Resolution #R13-55, approving an agreement and first amendment to the agreement re employment of Garrett Higerd.

Fesko moved; Alpers seconded

Vote: 5 Yes; 0 No

Additional Departments: CAO

- 6b) Smith contract amendment - Proposed resolution approving an agreement and first amendment to the agreement re employment of Franklin W. Smith.

R13-56 Action: Adopt Resolution #R13-56, approving an agreement and first amendment to the agreement re employment of Franklin W. Smith.

Fesko moved; Alpers seconded

Vote: 5 Yes; 0 No

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

- 7a) Letter from Department of Water and Power, City of Los Angeles - Letter addressed to the Mono County Board of Supervisors in response to the Board's letter dated May 21, 2013, regarding Pumice Valley Landfill 2013 Solid Waste Facility Permit Application.

Supervisor Alpers: This letter will be included in a larger discussion.

- Jim Leddy, CAO: The issue will be on the Board's August 6th agenda. Staff wants to thoroughly research the proposed offer.

Supervisor Johnston: There may be some connection to the work of the Great Basin Air Pollution Control District on dry lake issues and the recent agreement for a rational means to control the dust. This could provide some good options and protections.

Note

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- 7b) Letter from Fish and Game Commission - Letter addressed to Mono County Board of Supervisors pertaining to Notice of Proposed Rulemaking regarding the Commercial Herring Regulations.

The Board acknowledged receipt of correspondence.

ECONOMIC DEVELOPMENT

Additional Departments: Community Development

- 8a) Mono County Economic Development Strategic Plan Draft (Carl Ribauda, Strategic Marketing Group) - Presentation by independent consultant, Carl Ribauda, Strategic Marketing Group, to apprise the Board of findings and recommendations regarding the county-wide Economic Development Strategic Plan and the Marketing Plan Element for the application for National Scenic Byway Designation.

Action: None (informational only).

Dan Lyster, Economic Development: Introduced Carl Ribauda, Strategic Marketing Group. Ribauda reviewed the PowerPoint presentation in the agenda packet:

- Project Objectives
- Economic Development Strategy Process
- Community Profile Highlights
- Strategic Challenges and Opportunities
- Economic Development Strategy Goals and Objectives
- Economic Development Strategic Framework
 - Strengthen the Existing Core
 - Retain and Expand Existing Businesses
 - Attract Business
- Reviewed Strategies: 1) Board support is important; 2) expand tourism and marketing efforts; 3) consider forming a Tourism Business Improvement District; 4) take advantage of the outdoor recreation trend; 5) integrate Digital 395 into local communities; 6) the National Scenic Byway designation has strong marketing caché; 7) improve skill levels of small businesses (i.e. budget, marketing); 8) use California Enterprise Zones to provide tax incentives; 9) create a networking environment; 10) review ways to reduce the County's regulatory burden/process and consider place-based planning; 11) promote "buy local" (regional food systems); 12) use a targeted approach to attract business.
- Reviewed State, Local and Federal Funding Sources
- Consider Reorganization of Economic Development (i.e. retain the current structure, consider creating an Economic Development Corporation)
- Consider Potential Public/Private Sector Participation
- Summarized Challenges and Opportunities

Board Discussion

- The State of Nevada has more incentives for business.
 - Ribauda: Nevada is aggressive, but Mono County has a compelling lifestyle.
- Pros and cons of signage variations based on the needs of the community.
- Need to be flexible in order to accommodate the County's diversity.
- The report characterized limited private land as a negative; boundless public land and

Note

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open space is a benefit.

- o Ribaldo: Comments received in interviews addressed limitations due to lack of private land.

Ribaldo: Will make modifications and bring the report back to the Board.

INFORMATION TECHNOLOGY

- 9a) Digital 395 Project Update (Nate Greenberg and Michael Ort) - Provide an update on the status of Digital 395, including current challenges and potential solutions.

Action: None; informational only.

Michael Ort, Praxis, gave a status report about Digital 395:

- Reviewed the areas still requiring work.
- By the end of the month they plan to have service into Mammoth; Suddenlink is ready for hookup.
- Primary focus has been to get into Mammoth; they will then be in Bishop.
- Reviewed areas with service readiness. Hoping to get into Crowley by the end of August or early September.
- They had less than a year to build the project.
- There have been some budget issues. This environment is hard to dig in.
- All large distribution areas are completed, and they are service ready in Ridgecrest, Mammoth and Bishop. About half the anchors are hooked up.
- They are dealing with issues pertaining to connections in small communities, and are working with the state to get funding.
- They have requested an extension due to permitting and distribution issues.
- They are working with the Department of Fish and Game to reduce mitigation fees associated with the desert tortoise. They have done their best to be good stewards of the environment and take care of people.
- Regarding June Lake, they are working with Caltrans to find a solution to aerial lines. In Benton they are choosing areas where they can do short bores.
- Any ground disturbing in a known cultural site requires a certain type of permit that allows for tribal review and input.
- They may need a letter of support from the Board; will keep the Board informed.
- Digital 395 presents economic opportunities outside the scope of tourism.

Diana Pietrasanta, Inyo National Forest: Has been working with Praxis. Work has slowed a little due to important cultural issues with the Tribe. There are many different agencies to deal with.

BOARD OF SUPERVISORS

- 10a) Presentation to Caelen McQuilkin and Jordyn Harper (Supervisor Alpers) - Present resolutions honoring Caelen McQuilkin and Jordyn Harper, students at Lee Vining Elementary School, who recently won medals in the Earth & Planetary Sciences category at the 2013 California State Science Fair.

- M13-169** **Action:** Approve the resolutions and present them to Caelen McQuilkin and Jordyn Harper.

Note

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

Alpers moved; Johnston seconded

Vote: 5 Yes; 0 No

Tim Alpers: It is a big challenge with young people to believe they can achieve success outside their school environment. These two girls were not only successful but they took 4th place in the entire State of California for their science project. Today's resolution honors these students and can serve to encourage other students.

Chairman Hunt: Read the resolution and presented a framed copy to each student.

McQuilkin and Harper talked to the Board about their project. They thanked the Board for their recognition and thanked their teacher for her help.

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- Stephen Kalish: Continues to work on issues involving Verizon and problems with service to Crowley Lake and Swall Meadows. Verizon did not submit response comments yesterday at the Public Utilities Commission. Depending on the outcome, Kalish may ask for County support to get Verizon to comply with their order.

CLERK OF THE BOARD

- 11a) Choose Civility Initiative (Stacey Adler, Superintendent, Mono County Office of Education; Tim Kendall, Mono County District Attorney) - Stacey Adler and Tim Kendall will make a presentation about the Choose Civility Initiative. Supervisor Byng Hunt sponsored this agenda item.

M13-170 Action: Support the County-wide initiative by approving a resolution recognizing the Choose Civility Initiative.

Johnston moved; Alpers seconded

Vote: 5 Yes; 0 No

Tim Kendall, District Attorney, and Stacey Adler, Mono County Superintendent of Schools: After participating in a presentation several months ago, they thought this would be a good initiative to bring to Mono County, and believe this program would benefit the County. Kendall and Adler presented the PowerPoint presentation contained in the agenda packet:

- Why Civility? Impacts all factions of society.
- Played a video clip showing an example of poor behavior at the federal level.
- Presented a graph showing research results pertaining to civility.
- The problem with bullying and myths about bullying.
- Reviewed the vision for the County, and goals of the campaign.
- Reviewed the initial steps that have been taken.
- Kick-off event is scheduled for August 16th at the Mammoth Lakes Library. This coincides with the beginning of school.
- Reviewed Mono County's 12 principles. After the kick-off event, the plan is to present one principle each month.
- Reviewed the next steps. Asked the Board to support this effort.

Note

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

Discussion between Board and Presenters

- Funding will be provided by the businesses and people who have signed on as partners.
- Pros and Cons of the program:
 - Benefits of outreach and education.
 - Benefits of raising public awareness and reminding people that behavior is a choice.
 - Inability of programs such as these to effectuate lasting change.
 - The need to promote positive behavior choices. The intent is not to tell people how to behave.
 - This is a step in the right direction.
 - Behavior changes require a constant effort.
 - It is acceptable for leaders to say they want to be civil.
 - This may only be a “feel good” program. Behavioral changes have to start at home.
 - “Feel good” is not necessarily a bad thing.
 - A program like this will create the conversation.
- The Board of Supervisors is the head of the agency, and employees are role models within the community.
- There is a need to do something because of what is happening in the schools. This program works in tandem with another school program that does provide an enforcement component.
- The County should review its own personnel rules pertaining to behavior on the job.
- This program has been adopted in seven other counties with great success. Stanislaus County published a book about the impact of the program.
- Part of the kick-off day will include community outreach.
- The leaders are examples of what happens in the community.

FINANCE

Additional Departments: Human Resources

12a) Recruit/Fill FTS II Position in the Tax Collector/Treasurers Office (Rose Glazier) - Proposed Resolution #R13-_____, A Resolution of the Mono County Board of Supervisors Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary FTS II in the Tax Collectors Office and to Authorize the County Administrative Officer to fill said Allocated Position.

R13-57 **Action:** Adopt proposed Resolution #R13-57, A Resolution of the Mono County Board of Supervisors Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary FTS II in the Tax Collectors Office and to Authorize the County Administrative Officer to fill said Allocated Position.

Fesko moved; Alpers seconded

Vote: 5 Yes; 0 No

Leslie Chapman, Finance Director: The Treasurer -Tax Collector has challenges due to employees who have been away from work for various reasons, so they are behind in their work and in the middle of property tax season. They have salary savings due to being one person short, so they would like to hire temporary help that would not exceed six months. The position in will not have benefits.

Note

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AMBULANCE PARAMEDICS

- 13a) Mutual Aid Agreement with East Fork Fire (Mary Booher) - Proposed contract with East Fork Fire and Paramedic Districts regarding Mutual Aid for EMS services.

M13-171 **Action:** Approve County entry into proposed contract with East Fork Fire and Paramedic Districts regarding Mutual Aid for EMS services, and authorize the Board Chair to execute said contract on behalf of the County.

Fesko moved; Stump seconded

Vote: 5 Yes; 0 No

Mary Booher, Finance: This agreement will allow mutual aid while providing protections under the law. It will bridge the law between Nevada and California, and both parties will be indemnified. East Fork provides services for other counties. There is no charge for the first 24 hours. The agencies provide mutual assistance about six times per year.

COUNTY ADMINISTRATIVE OFFICE

- 14a) Eastern Sierra Council of Governments (ESCOG) Legislative Platform (Jim Leddy) - Eastern Sierra Council of Governments (ESCOG) Draft Legislative Platform.

M13-172 **Action:** Adopt Legislative Platform of Eastern Sierra Council of Governments (ESCOG), including notes/comments for consideration.

Stump moved; Alpers seconded

Vote: 5 Yes; 0 No

Jim Leddy, CAO: Departments reviewed the ESCOG platform and provided feedback. This is a starting point for the Board to consider legislative issues, and will provide direction for the next ESCOG meeting. Leddy will work with staff on a more detailed platform process.

- **Supervisor Hunt:** This won't dictate policy; it is just a platform providing general direction. This draft will go to the ESCOG.
- **Supervisor Johnston:** The original draft was pared down to find the common ground among ESCOG agencies. Johnston tried to keep the platform more general rather than specific.

PUBLIC WORKS - ENGINEERING DIVISION

- 15a) Grant Funding for Airport Layout Plan (ALP) Updates for Bryant Field and Lee Vining Airport. (Garrett Higerd) - FAA grant funding for Airport Layout Plan updates.

M13-173 **Action:** 1. Pending receipt of grant offers for Airport Layout Plan (ALP) Updates for Bryant Field and Lee Vining Airports from the Federal Aviation Administration (FAA) in the amount of approximately \$54,900 each, approve, authorize, and ratify the Public Works Director's (in consultation with County Counsel) execution and acceptance of the FAA Grant Agreements. 2. Approve and authorize the Public Works Director to utilize up to \$12,200 from the Airport

Note

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Enterprise Fund as match funding for the Airport Layout Plan (ALP) Updates for Bryant Field and Lee Vining Airports. 3. Approve and Authorize the Chairman's signature on Resolution #R13-58, "A Resolution of the Mono County Board of Supervisors authorizing the submittal of applications, acceptance of allocations of funds, and execution of grant agreements with the California Department of Transportation for Airport Improvement Program (AIP) matching grants."

Alpers moved; Fesko seconded

Vote: 5 Yes; 0 No

Garrett Higerd, Public Works, gave an update about the latest FAA grant cycle:

- Reviewed status of Lee Vining and Bryant Field airports.
- Both airports have gone through significant upgrades, and the FAA wants the airport layout plans to be updated to more accurately reflect the conditions.
- The grant offers should arrive very soon, and usually have a quick turnaround time.
- Both grants require a 10% match. There is a possibility of getting a match grant from the state, otherwise there will be a 10% match from the airport fund.
- Construction of hangars at Bryant Field will be included in the new airport layout plan, as will the road re-alignment of Stock Drive.

Additional Departments: Community Development

15b)

Airports Update (Garrett Higerd) - Receive staff report regarding grant availability for a County-wide Airport Land Use Compatibility Plan, annual airport safety inspections, and options for adding hangars at County-operated Airports.

Action: None

Garrett Higerd, Public Works, gave an update about airports as outlined in the staff report:

- Reviewed available funding for Airport Land Use Compatibility Plans which primarily focus on adjacent land outside the airport boundary.
- The need to update the plan for Mammoth-Yosemite Airport.
- The benefit of pursuing the grant and packaging requests for all three airports (Mammoth-Yosemite, Lee Vining, and Bryant Field).
- State inspectors identified an issue with trees on private property near the Bryant Field airport. The County needs to be sensitive in response to mitigation.
- There is interest in constructing additional hangars at Bryant Field. A private developer was granted a use permit about three years ago, but hasn't done any work.
- Reviewed the Board's options pertaining to development of the hangars.
- Regarding hangars, the FAA has guidelines about how to determine lease agreements. This work would require an outside consultant.
- Access roads would be included in the plans.
- Because state funding is available, it is a good idea to work on the layout plans and compatibility plans simultaneously.

Scott Burns, Community Development:

- The Bryant Field and Lee Vining compatibility plans are more current. They are waiting to update Mammoth-Yosemite until the FAA accepts the Town's plan.
- Policies need to be updated based on new layouts, and noise studies need to be updated.
- Regarding Bryant Field hangars, Burns reviewed the permit process for the request

Note

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granted three years ago. The director's review had a term limit; the airport use permit is still valid.

Board Discussion

- Reviewed development of hangars in response to public interest.
- Potential for revenue from hangars. Supervisors requested a financial analysis.
- Supervisors expressed support for development of private hangars on County airport property with FAA-approved leases, and supported applying for FAA grant funding to develop hangars.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

- 16a) Prescriptive Designs Presentation (Tom Perry) - Presentation by Tom Perry regarding Prescriptive Designs.

Action: None

Tom Perry, Building Division, gave an update:

- Reviewed the history of the program.
- Prescriptive designs are for small residential type projects of \$250 or less; waived fees in order to assist people.
- Five designs were brought to the Board previously, and resulted in 21 variations based on snow load requirements. Reviewed the design plans in the agenda packet.
- The program was intended to last six months, or until reaching waiver of \$100,000 in fees.
- Last November the Board passed a resolution extending the program, and directed staff to bring forward additional construction stimulus strategies.
- The program will continue until funds remaining for waivers are exhausted.
- Plans are now available in large printed format and in PDF format online.
- Staff will conduct public outreach, and will track the number of permits issued with these designs in order to gather statistics.

Board Discussion

- Sounds like this has been a successful program.
- Would like a fee reduction proposal for solar arrays.
- At some point would like to address the PACE program.
- More room needs to be allowed for garages.
 - Perry will talk with the architect about making some adjustments.
- The Building Division may want to consider including other designs.

ECONOMIC DEVELOPMENT

- 17a) Funding Request for Bridgeport Fish Enhancement Foundation (Dan Lyster) - The Mono County Fisheries Commission (MCFC) is recommending that the Board of Supervisors approve the expenditure of four thousand dollars (\$4,000.00) from the Fish & Wildlife Fine Fund for the purchase of fish food and fish eggs for the Bridgeport Fish Enhancement Foundation (BFEF).

- M13-174** **Action:** Approve the expenditure of \$4,000 from the Fish & Wildlife Fine Fund for the purchase of fish food and fish eggs for the Bridgeport Fish Enhancement Foundation.

Note

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Fesko moved; Alpers seconded

Vote: 5 Yes; 0 No

Dan Lyster, Economic Development, reviewed the request:

- This request was made by the Fisheries Commission. Funding will be used to purchase eggs and trout food; the fish will go into local waters.
- Bridgeport Fish Enhancement Foundation (BFEF) is a nonprofit entity. They have had eggs before and they've proven themselves to be a capable nonprofit.
- Some commissioners did not support the request because the water meter is not separate from the other business. There is not currently a plan to resolve this issue.
- The only other funding commitment from the Fish & Wildlife Fine Fund is for \$3,500. The Fine Fund is down to about \$9,000.

Board Discussion

- The split vote of the Fisheries Commission shouldn't sway the Board's decision if they want to approve the funding.
- The BFEF is working towards self-sufficiency through participation of area businesses; there is a lot of in-kind support by the nonprofit. The discussion of self-sufficiency has taken place at the Fisheries Commission.
- Question about how this request is different from a previous request made by IAG.
 - Lyster: Funding granted to IAG was then given to a for-profit group to purchase fish food.
- Question about whether or not this is a gift of public funds.
 - Marshall Rudolph, County Counsel: This is not a gift of public funds if it serves a public purpose.
- Supervisor Alpers explained what type of eggs BFEF would get for \$4,000; this is a good use of the funds. They should get a good return of trout in the water.
 - Lyster: The County does not purchase these fish; they are planted at no cost. BFEF covers costs through donations, fishing derbies, etc.
- Organizations need to know that no other expenditures will be approved until there is more revenue in the fund.
- The BFEF needs to provide a bi-annual report about their progress.
- In the future, the Board should consider funding requests from nonprofit organizations only.

- 17b) Mono County Tourism Workshop (Alicia Vennos/Jeff Simpson/Jimmy Little) - Presentation by Alicia Vennos/Jeff Simpson on behalf of the Mono County Tourism & Film Commission regarding an overview of accomplishments and goals for Tourism.

Action: None (informational only).

Alicia Vennos, Economic Development: Introduced members of the Tourism Commission. PowerPoint presentation reviewed the following:

- Tourism Commission vision.
- Tourism is Mono County's economic engine.
- Charts showing annual room revenue; shoulder seasons are growing.
- Doing more with less: Compared the amount of money spent promoting Mono County with what competitors spend.
- June Lake winter marketing campaign—Economic Development acted as June Lake's marketing agent.
- Reviewed June Lake marketing efforts. Received calls from people who saw the

Note

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billboard. Assisted with community events, animation and activities. The campaign helped create a foundation for the future.

- Reviewed the winter TOT generated county-wide.
- Jeff Simpson reviewed the foundational cornerstones of the marketing efforts: 1) new website component that allows lodging reservations to be made online; 2) mobile device platform; 3) social media; 4) monthly email marketing; 5) visitor's guide, brochures, map guide, and scenic events calendar; 6) trade shows and state fair; 7) public relations/ media highlights; 8) print advertising; 9) special projects and partnerships.
- Opportunities: Collaborative partnerships, community support, and film industry. Showed a Jeep commercial filmed in Mono County. The department is currently unable to provide outreach to the film community due to lack of resources.
- People tend to relocate to places they love to visit. Digital 395 will provide better access for people who can relocate and work remotely.

Board Discussion

- Working with other agencies has paid off.
- What would the department do if their budget allowed efforts to be doubled?
 - Vennos: More advertising, online marketing, search engine optimization to increase website exposure, make the website more interactive, create a photography and videography budget.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: Clerk of the Board

18a)

Board of Supervisors Agenda Structure (Jim Leddy, CAO, and Lynda Roberts, Clerk of the Board) - Consider and discuss changes to the current format of the Board of Supervisors' agenda.

Action: None

Jim Leddy, CAO: Reviewed agenda format changes that would allow for better use of staff time and board time. Many counties are using the lunch break to meet in closed session.

Board Discussion

- Morning is a better time to conduct public business.
- Having closed session later may facilitate more efficiency.
- Retain Board reports.
- Would like to retain three opportunities for public comment.
 - Leddy: An opportunity can be offered prior to closed session.
- Supervisors support a working lunch.
- Times assigned to agenda items need to be more realistic. Board members need to be more aware of the time.
 - Leddy: The County needs to establish an expectation with the public. Time management is being dealt with internally.
- Certain high interest items could have a time certain.
- The public should be given ample time to comment.
- Staff should use videoconferencing to present their items to avoid lengthy travel times.
- Supervisors support the changes.

Adjourn to Closed Session/Dinner: 5:14 p.m. The Board reconvened at 6:05 p.m. for the Budget Workshop.

Note

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FINANCE

- 19a) Community Budget Workshop (Jim Leddy, Leslie Chapman) - Presentation regarding the Fiscal Year 2013-2014 budget. County team will provide information and encourage input from community members regarding budget appropriations.

Action: None (informational only).

Chairman Hunt: This is an opportunity for the public to participate in the budget process.

Supervisor Johnston: Introduced himself and then described the locations of the four supervisorial districts in Mammoth. This is the 5th public town hall meeting. The process is new this year; the Board wants to receive public input. A summary of all the town hall meetings will be posted online.

Jim Leddy, CAO, gave a PowerPoint presentation (on file in the Clerk's Office). The presentation outlined the following:

- Economic Outlook
- General Fund Trend
- County Staffing Trends
- Total Budget
- County Budget Overview
- Property Tax Dollar
- General Fund
- Service Categories
- Expenditures by Department
- Long-Term Liabilities and Unmet Needs
- Strategic Plans for the Future
- Budget Development Timeline

After the formal presentation, the Board conducted an open forum with audience members to discuss budgetary issues confronting the County and receive public input.

Public input from the town hall meetings will be compiled by community into a report and presented to the Board as part of the upcoming budget workshops. Information updates will be posted online.

ADJOURN: 7:30 p.m.

ATTEST:

BYNG HUNT
CHAIR

LYNDA ROBERTS
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	August 6, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	2013 PropertyTax Sale		

AGENDA DESCRIPTION:

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

The Revenue and Taxation Code requires approval from the Board of Supervisors before the Tax Collector may conduct a sale of tax defaulted property. The attached request includes a list of property subject to sale and the relevant amount due from owner (minimum bid).

RECOMMENDED ACTION:

Approve sale of tax defaulted property subject to power to sell.

FISCAL IMPACT:

None.

CONTACT NAME: Ruth Hansen

PHONE/EMAIL: 7609325486 / rhansen@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

[Tax Sale list and maps](#)

History

Time	Who	Approval
7/25/2013 5:18 PM	County Administrative Office	Yes
7/29/2013 5:03 PM	County Counsel	Yes
7/25/2013 6:06 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: July 17, 2013

To: Honorable Board of Supervisors

From: *RG* Rosemary Glazier, Asst. Director of Finance/Treasurer-Tax Collector

Subject: Tax-Defaulted Property

Recommended Action:

Approve sale of tax-defaulted property subject to power to sell.

Fiscal Impact:

FY 13/14 None.

Discussion:

The Revenue and Taxation Code requires approval from the Board of Supervisors before the Tax Collector may conduct a sale of tax-defaulted property. The attached request includes a list of property subject to sale and the relevant amount due from owner (minimum bid).

REQUEST FOR APPROVAL TO SELL TAX-DEFAULTED PROPERTY

SUBJECT TO THE POWER OF SALE

7/17/2013

To the Honorable Board of Supervisors

Mono County, State of California

Your approval to sell at public auction, for the stated minimum price, the tax-defaulted property that is subject to the power-of-sale and described on the attached schedule, in accordance with Chapter 7 of Part 6 of Division 1 of the California *Revenue and Taxation Code*, is respectfully requested.

Also, in the event that any parcel does not sell after the initial offering, I respectfully request your approval to re-offer the unsold parcel at the end of the auction at a reduced minimum price, pursuant to Revenue and Taxation Code section 3698.5, and, for any remaining unsold parcel(s) thereafter, to be re-offered at a new sale within 90 days of the original sale date, pursuant to Revenue and Taxation Code section 3692(e), with the option to offer the remaining parcels at a reduced minimum price, pursuant to Revenue and Taxation Code section 3698.5.


Asst. Director of Finance/Treasure-Tax Collector

By 
Deputy

APPROVAL BY BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The tax collector is directed to sell the property described in said Notice as provided for by law pursuant to Chapter 7 of Part 6 of Division 1 of the California *Revenue and Taxation Code*.

The foregoing was approved by the Board of Supervisors of _____ County,

the _____ day of _____, _____.

ATTEST:

Clerk of the Board of Supervisors

By _____
Deputy

Date: _____, _____

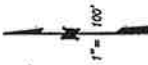
2013 TAX SALE
October 7, 2013

SALE #	APN LAST ASSESSEE	TAX RATE	DEFAULT NO. DEFAULT YEAR	MINIMUM BID	DESCRIPTION
1	015-103-020-000 US BANK NATIONAL ASSOCIATION	51-14	50019831 2008	\$1,194.00	SILVER LAKE PINES TR. 1 BLK 3P OR LOT 3
2	022-322-019-000 BENTWOOD, JOEL	10-01	70008450 2008	\$13,976.00	MAMMOTH CAMP TR. NO. 1 LOT 36 BLK 10
3	024-120-026-000 LEWIS, DONALD E. LEE JR.	51-05	70008903 2008	\$7,294.00	AN PORTION W 1/2, SE 1/4, SE 1/4, NE 1/4, SE 1/4, SECTION 31, TOWNSHIP 1 S, RANGE 32 E
4	024-250-004-000 CHRIS WAYNE SAMUELS	51-04	60008498 2007	\$11,237.00	S9 2S 31 E
5	218-033-000-000 SOLUM LIVING TRUST 4-18-06	10-06	70010992 2008	\$2,626.00	*TM 36-038* COURCHEVEL UNIT 33
6	256-073-000-000 UNIT 73 MEADOW LANE PARTNERSHIP & UNIT 73 MLMM PARTNERSHIP & 66 MEADOW LANE PARTNERSHIP	10-06	70018232 2008	\$7,416.00	LA VISTA BLANC 73

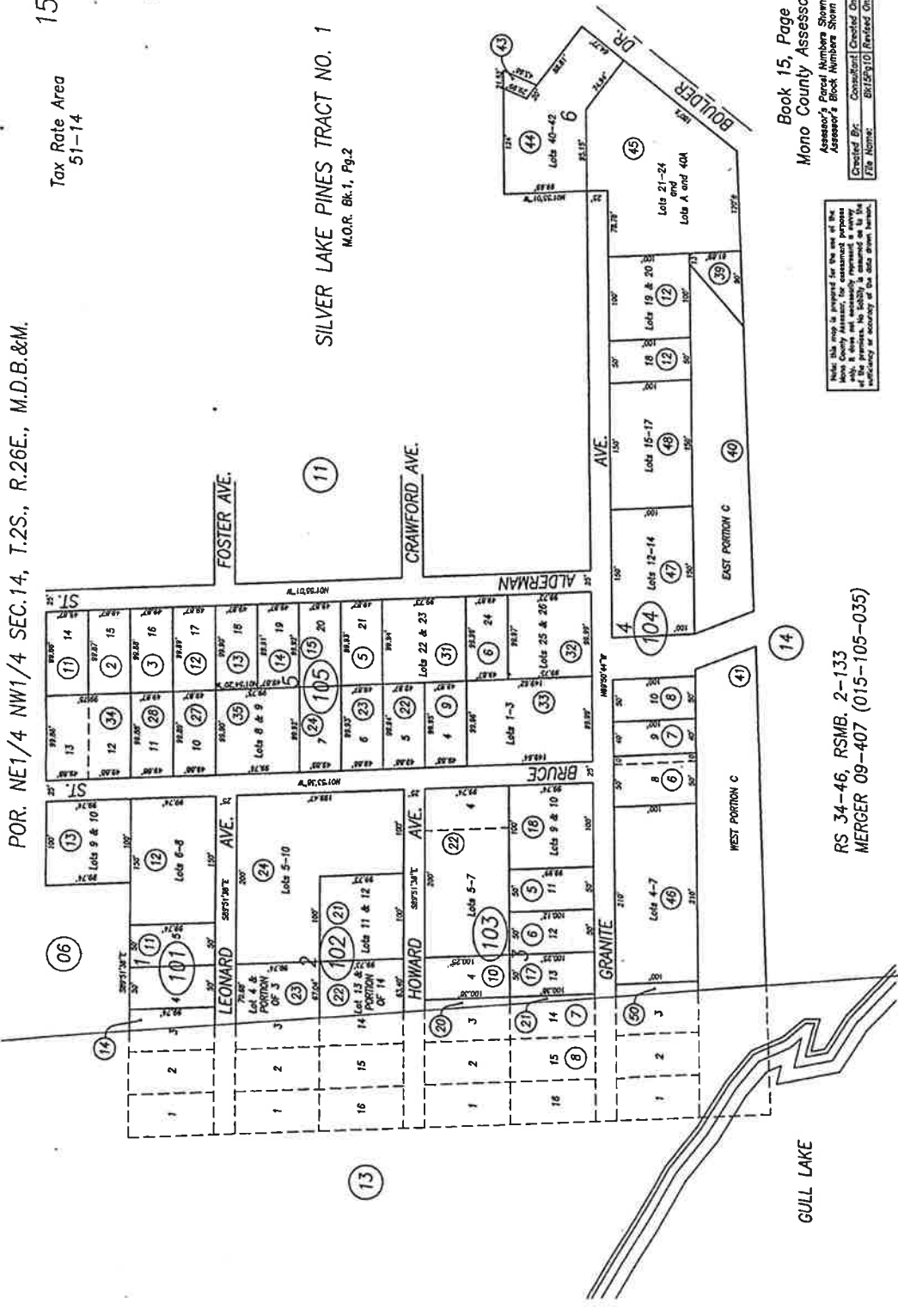
POR. NE1/4 NW1/4 SEC.14, T.2S., R.26E., M.D.B.&M.

15-10

Tax Rate Area
51-14



SILVER LAKE PINES TRACT NO. 1
M.O.R. Bk.1, Pg.2



Note: This map is prepared for the use of the Assessor's Office and is not intended to be used for any other purpose. No liability is assumed as to the accuracy or accuracy of the data shown herein.

Book 15, Page 10
Mono County Assessor's Map
Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.
Created By: [Name] Created On: 6-3-2011
File Name: [Name]

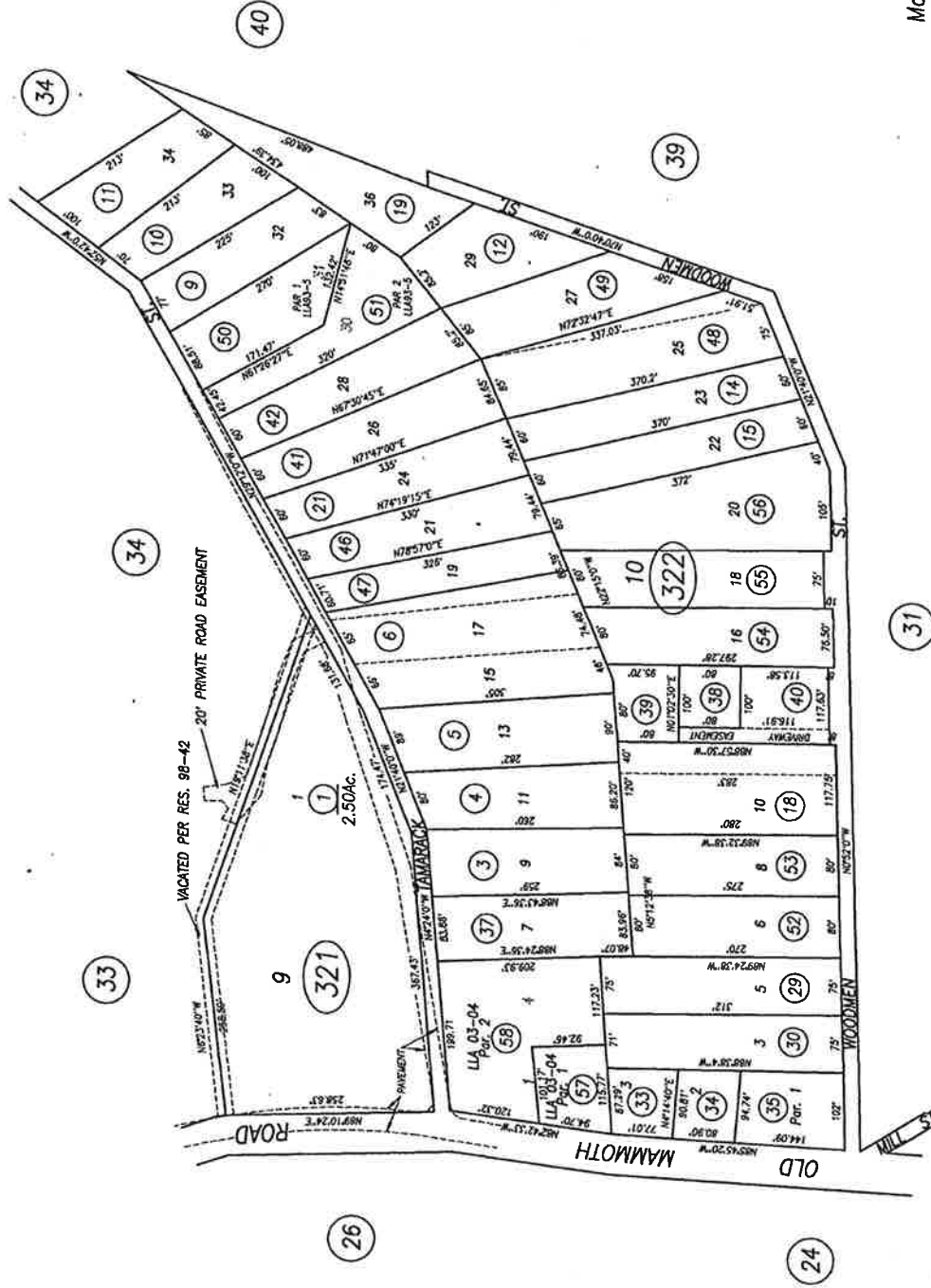
RS 34-46, RSMB. 2-133
MERGER 09-407 (015-105-035)

GULL LAKE

22-32

Tax Rate Area
10-01

POR. SW1/4 SEC.3, T.4S., R.27E., M.D.B.&M.
MAMMOTH CAMP TRACT NO. 1
M.O.R. Bk.1, Pg.1

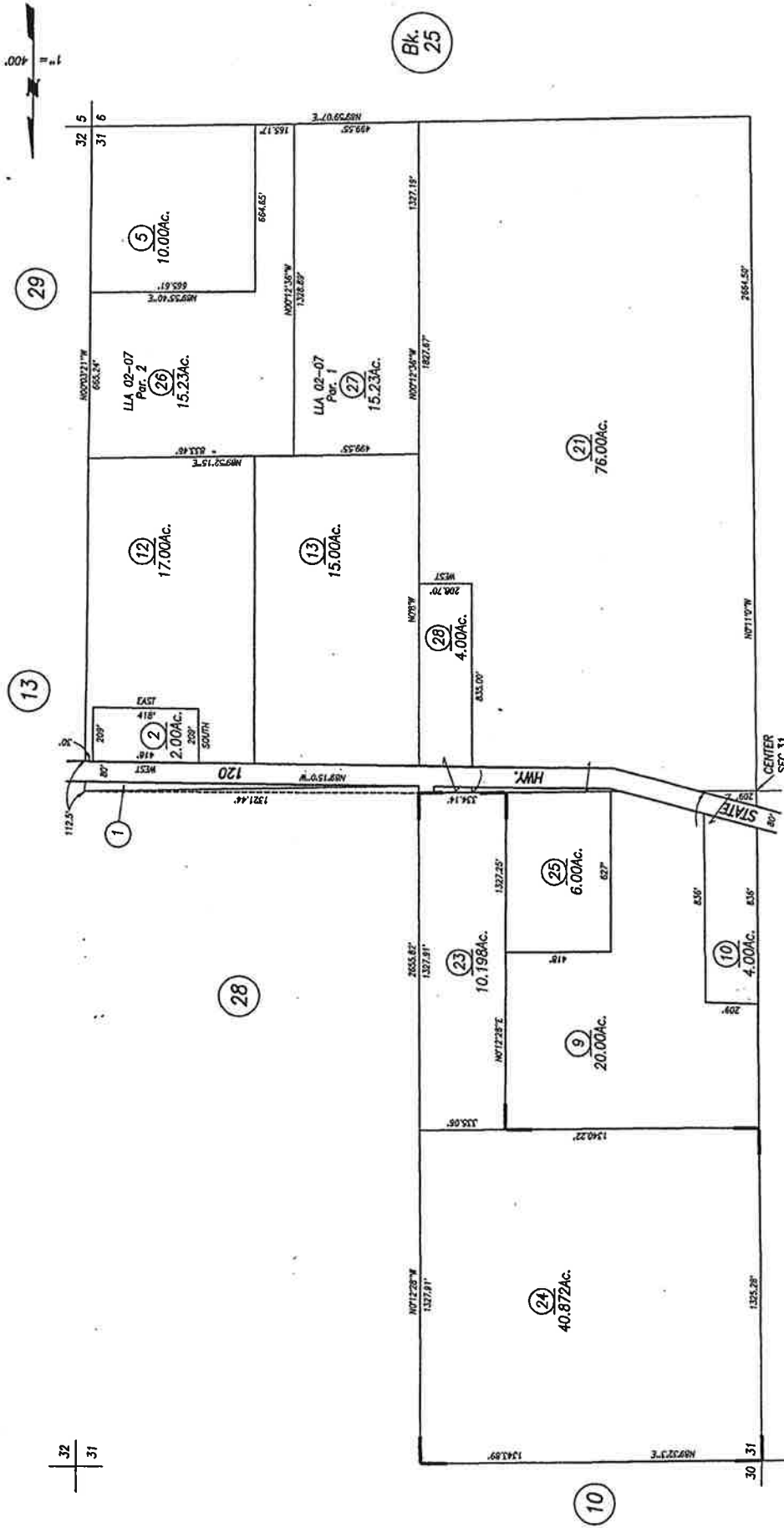


Note: this map is prepared for the use of the Mono County Assessor, for assessment purposes of the premises. No liability is assumed as to the sufficiency or accuracy of the data shown hereon.

INCORPORATED AREA
Book 22, Page 32
Mono County Assessor's Map
Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.
Created By: P. Eilertsen | Created On: 1957
File Name: BK22Pg32 | Revised On: 11-22-2006

R.S.36-117, Bk.3, Pg.33(22-322-37)
R.S.36-110, Bk.3, Pg.32(22-321-01)

SE1/4 & W1/2 NE1/4 SEC. 31, T., 1S., R.32E., M.D.B.&M. Tax Rate Area 24-12
51-05



This map was prepared for the use of the Mono County Assessor for assessment purposes only. It does not necessarily represent a survey of the premises. Its liability is assumed as to the sufficiency or accuracy of the data shown hereon.

Assessor's Parcel Numbers Shown in Circle.
Assessor's Block Numbers Shown in Ellipse.
Created By: P. Ellertsen
Credited On: 1951
File Name: B624F912 Revised On: 11-8-2007

Book 24, Page 12
Mono County Assessor's Map

P.M.35-21, M.B.2-102 (24-120-23&24)
JUDGEMENT 2007006874, (24-120-28)

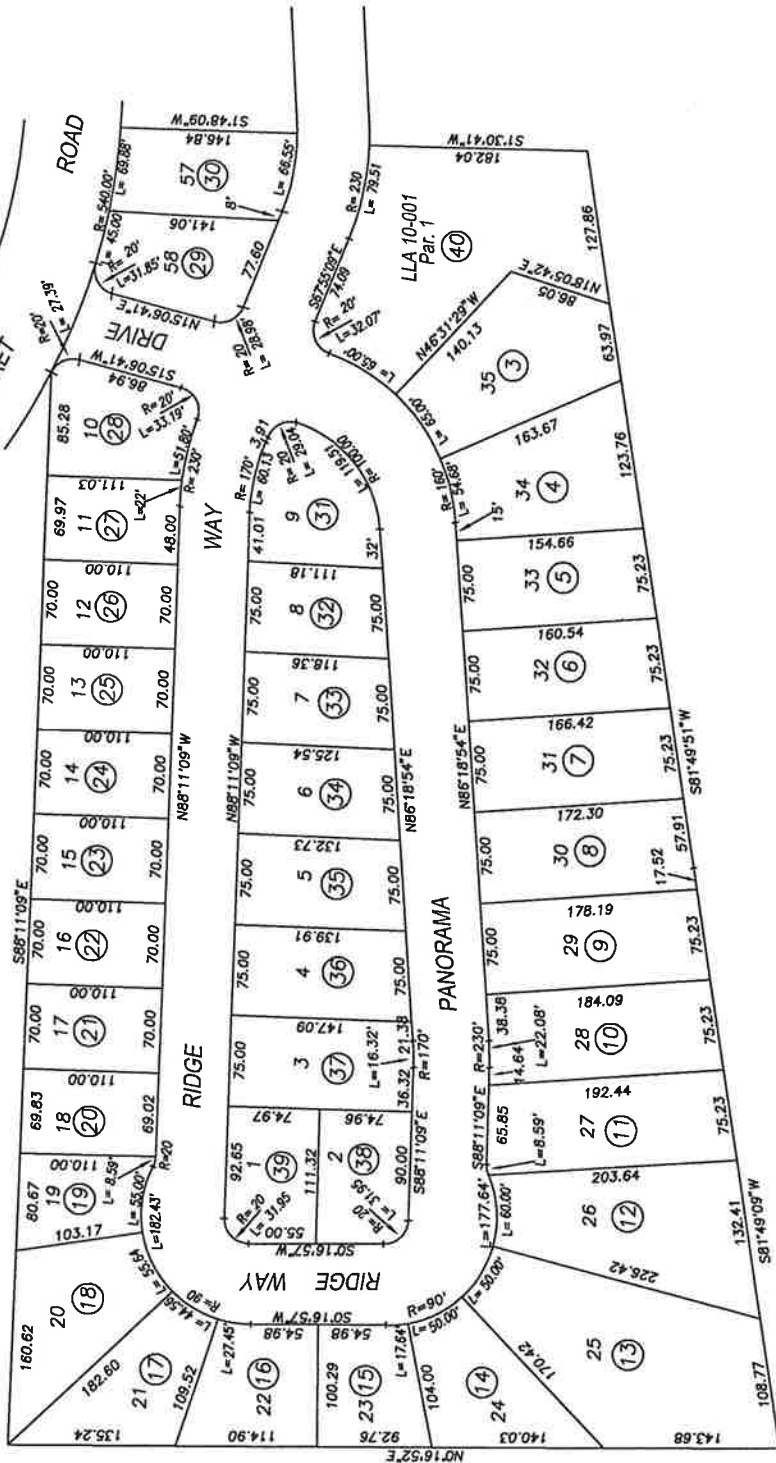
218-033-000-000

POR. NE1/4 SEC 3, T.4S., R.27E., M.D.B. & M.

Tax Rate Area
10-05

40-10

(Bk33)



Book 40, Page 10
Mono County Assessor's Map

Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

Created By:	JDL Mapping	Created On:	5-23-2012
Revised By:	JDL Mapping	Revised On:	5-23-2012

Note: This map is prepared for the use of the Mono County Assessor for assessment purposes only. It does not necessarily represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data drawn hereon.

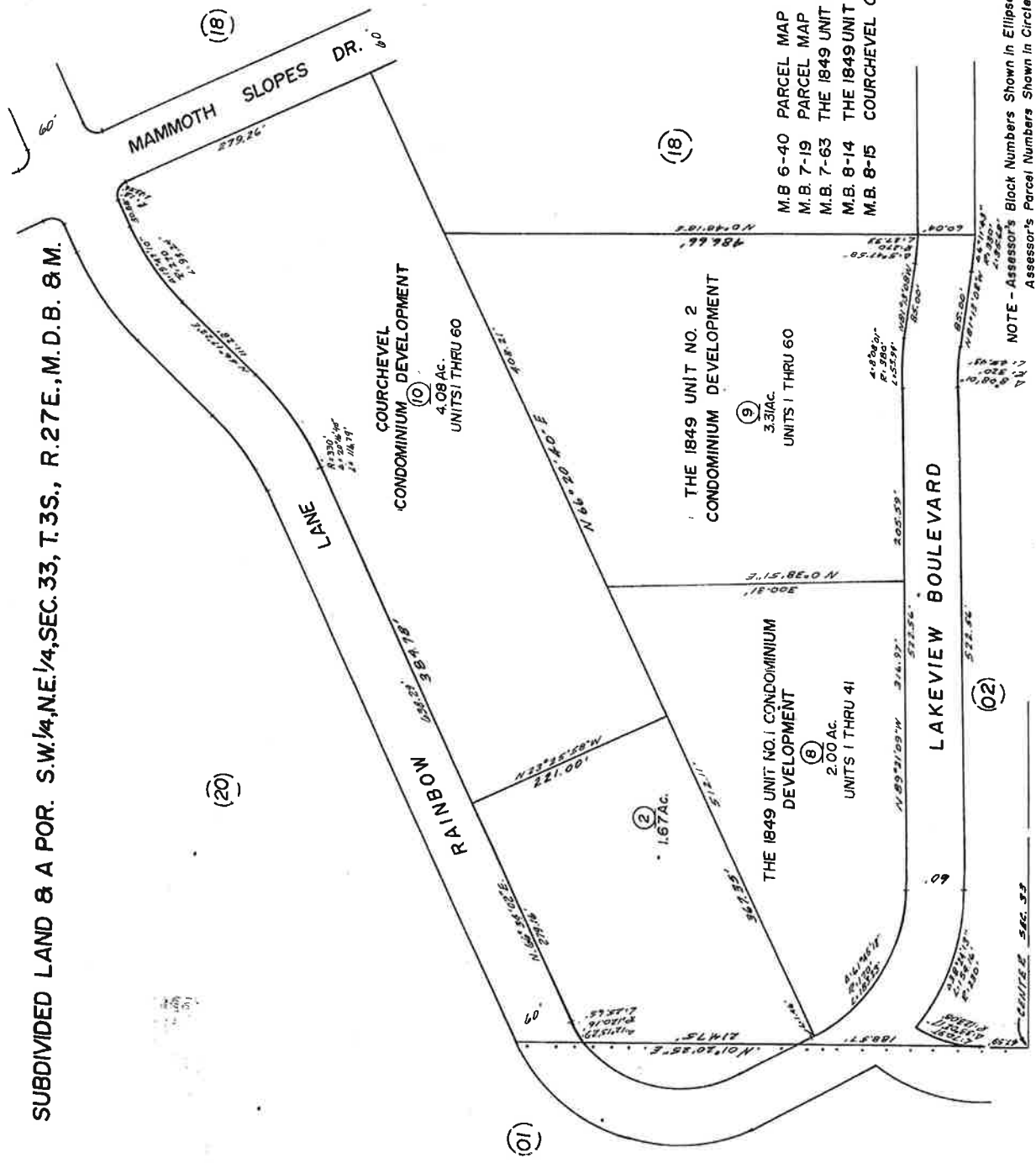
T.M. 36-163, M.B. 10-15, SNOWCREEK CREST

256-073-000-000

SUBDIVIDED LAND & A POR. S.W. 1/4, NE. 1/4, SEC. 33, T. 3S., R. 27E., M. D. B. & M.

Tax Area Code
10-06

31-19



M.B. 6-40 PARCEL MAP
 M.B. 7-19 PARCEL MAP
 M.B. 7-63 THE 1849 UNIT NO. 1 CONDOMINIUM DEVELOPMENT TR. 36-18
 M.B. 8-14 THE 1849 UNIT NO. 2 CONDOMINIUM DEVELOPMENT TR. 36-38
 M.B. 8-15 COURCHEVEL CONDOMINIUM DEVELOPMENT TR. 36-38

Assessor's Map Bk. 31 - Pg. 19
 County of Mono, Calif.

NOTE - Assessor's Black Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.

11-72



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Medi-Cal Privacy and Security Agreement		

AGENDA DESCRIPTION:

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

Proposed contract with State of California, Department of Health Care Services pertaining to County Medi-Cal Privacy and Security Agreement.

RECOMMENDED ACTION:

Authorize Kathy Peterson, Director of Mono County Department Social Services, to execute the Medi-Cal Privacy and Security Agreement required by the State of California for the administration of Medi-Cal benefits.

FISCAL IMPACT:

None anticipated.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

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

SEND COPIES TO:

Kathy Peterson (kpeterson@mono.ca.gov) Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Cal Security Agt Staff Rpt](#)

[13-14 Medi-Cal Privacy and Security Agreement](#)

History

Time	Who	Approval
7/25/2013 5:17 PM	County Administrative Office	Yes
7/30/2013 11:36 AM	County Counsel	Yes
7/25/2013 6:32 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: August 6, 2013

Re: Authorization to sign County Medi-Cal Privacy and Security Agreement

Recommended Action:

Authorize Kathy Peterson, Director of Mono County Department Social Services, to execute the Medi-Cal Privacy and Security Agreement required by the State of California for the administration of Medi-Cal benefits.

Fiscal Impact:

Mono County Department of Social Services is in compliance with the terms and conditions of the agreement and as such there is no fiscal impact anticipated with regards to the execution of the agreement.

Discussion:

As a condition of administering Medi-Cal benefits the State of California, Department of Health Care Services is requiring, in accordance with Federal Law, each County Department of Social Services to execute the attached Medi-Cal Privacy and Security Agreement. The Mono County Department of Social Services has worked together with various other County Departments (e.g. Public Works, IT, etc.) to ensure compliance with the terms and conditions of the required agreement. Accordingly, the Department of Social Services is now in substantial compliance with the Terms and Conditions set forth in the required agreement and is requesting authorization for the Director, Kathy Peterson, to execute the agreement.

**MEDI-CAL PRIVACY AND SECURITY AGREEMENT BETWEEN
the California Department of Health Care Services and the
County of Mono, Department of Social Services**

PREAMBLE

The Department of Health Care Services (DHCS) and the County of Mono, Department of Social Services (County Department) enter into this Medi-Cal Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department assists in the administration of Medi-Cal, in that DHCS and the County Department access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the County of Mono, Department of Social Services workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. "Assist in the administration of the Medi-Cal program" means performing administrative functions on behalf of Medi-Cal, such as determining eligibility for, or enrollment in, or the amount of, public benefits, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether physical, electronic, or in spoken work or recording.
3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing job functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be

used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper; and

5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's SAWS Consortium, or a contractor, subcontractor or vendor of the County.

AGREEMENTS

NOW THEREFORE, DHCS and County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. The County Department workers covered by this Agreement (County Workers) may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq., or as required by law. Disclosures, which are required by law, such as a court order, or are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may use Medi-Cal PII only to perform administrative functions related to determining eligibility for individuals applying for Medi-Cal.
- C. Access to Medi-Cal PII shall be restricted to only County Workers, who need the Medi-Cal PII to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers, who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department agrees to advise County Workers, who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII, including;
1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter, provide ongoing refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII at least annually;
 2. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;
 3. Retain the most recent training records for a period of three years after completion of the training.
- B. **Employee Discipline.** Apply appropriate sanctions against workforce members, who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** Ensure that all County Workers, who assist in the administration of Medi-Cal, and use or disclose Medi-Cal PII, sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and the most recent version shall be retained for a period of three years.
- D. **Background Check.** Conduct a background screening of a County Worker before a County Worker may access DHCS PII. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees, who are authorized to bypass significant technical and operational security controls. The County Department shall retain each County Worker's most recent background check documentation for a period of three years.

III. **MANAGEMENT OVERSIGHT AND MONITORING**

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

- B. Ensure ongoing management oversight including periodic self-assessments and random sampling of work activity by County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on the Medi-Cal Eligibility Data System (MEDS) usage anomalies for investigation and follow-up.
- C. Ensure these management oversight and monitoring activities are performed by County Workers, whose job functions are separate from those, who use or disclose Medi-Cal PII as part of their routine duties.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this agreement.
- B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The County Department shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the County Department facilities where County Workers assist in the administration of Medi-Cal and use or disclose Medi-Cal PII. The County Department shall ensure these secured areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Issue County Workers, who assist in the administration of Medi-Cal identification badges and require County Workers to wear these badges at the County Department facilities where Medi-Cal PII is stored or used.
- C. Ensure each physical location, where Medi-Cal PII is used or stored, has procedures and controls that ensure an individual, who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- D. Ensure there are security guards or a monitored alarm system with or without security cameras 24 hours a day, seven days a week at the County

Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.

- E. Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII have perimeter security and access controls that limit access to only authorized Information Technology (IT) staff. Visitors to the data center area must be escorted by authorized IT staff at all times.
- F. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.
- G. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop encryption.** All workstations and laptops, which store Medi-Cal PII either directly or temporarily, must be encrypted using a FIPS 140-2 certified algorithm 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

- F. **Patch Management.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches deemed as high risk must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Medi-Cal PII. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. **User Access.** Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to Social Security Administration (SSA) data, MEDS, and over the process of issuing and maintaining access control numbers and passwords.
- I. **Data Destruction.** When no longer needed, all Medi-Cal PII must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.
- J. **System Timeout.** The system providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** All systems providing access to Medi-Cal PII must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- L. **System Logging.** The system must maintain an automated audit trail that can identify the user or system process, initiates a request for Medi-Cal PII,

or alters Medi-Cal PII. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Medi-Cal PII is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence.

- M. **Access Controls.** The system providing access to Medi-Cal PII must use role based access controls for all user authentications, enforcing the principle of least privilege.
- N. **Transmission encryption.** All data transmissions of Medi-Cal PII outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and E-Mail.
- O. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, must be protected by a comprehensive intrusion detection and prevention solution.

VII. AUDIT CONTROLS

- A. **System Security Review.** The County Department must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Medi-Cal PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Medi-Cal PII must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Medi-Cal PII must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. **Anomalies.** Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. **Emergency Mode Operation Plan.** The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII, must include sufficient environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. **Data Backup Plan.** The County Department must have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Medi-Cal PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Medi-Cal data.

IX. PAPER DOCUMENT CONTROLS

- A. **Supervision of Data.** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Medi-Cal PII in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Medi-Cal PII must not be removed from the premises of County Department except for identified routine business purposes or with express written permission of DHCS.
- E. **Faxing.** Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. **Mailing.** Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this PSA, the County Department agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

A. **Initial Notice to DHCS.** (1) To notify DHCS **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured Medi-Cal PII in electronic media or in any other media if the PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the SSA. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department. Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, notice shall be provided by calling the DHCS ITSD Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "County Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx> Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- B. ***Investigation and Investigative Report.*** To immediately investigate a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, within 72 hours of the discovery, the County Department shall submit an updated “DHCS Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.

- C. ***Complete Report.*** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten working days of the discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure. The report shall be submitted on the “DHCS Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the “DHCS Privacy Incident Report” form, County Department shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “DHCS Privacy Incident Report” form. DHCS will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.

- D. ***Notification of Individuals.*** When applicable state or federal law requires DHCS to notify individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the following provisions apply: If the cause of the breach is attributable to the County Department or its subcontractors, agents or vendors, the County Department shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Manager, the DHCS Privacy Officer and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before notifications are made. DHCS may elect to assign responsibility for such notification to the County Department. In the event DHCS assigns

notification responsibility to the County Department, DHCS shall provide the County Department with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS and the County Department shall jointly determine responsibility for purposes of allocating the costs of such notices.

- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach of Medi-Cal PII is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

- F. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the County Department shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
Program Integrity and Security Unit Policy Operations Branch Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417 Telephone: (916) 552-9200	Privacy Officer c/o: Office of HIPAA Compliance DHCS Privacy Office, MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office, MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DHCS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated into this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the County Department are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements, Guidelines, and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

XII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS

The County Department agrees to enter into written agreements with any agents, including subcontractors and vendors, to whom County Department provides Medi-Cal PII received from or created or received by County Department in performing functions or activities related to the administration of Medi-Cal that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to County Department with respect to Medi-Cal PII, including restrictions on disclosure of Medi-Cal PII and the use of appropriate administrative, physical, and technical safeguards to protect such Medi-Cal PII. The County Department shall incorporate, when applicable, the relevant provisions of this PSA into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department.

XIII. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books, and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and DHCS Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department at no cost to the County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XV. AMENDMENT OF AGREEMENT

DHCS and the County Department acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this PSA may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department agrees to promptly enter into negotiations concerning an amendment to this PSA as may be needed by developments in federal and state laws and regulations. DHCS may terminate this PSA upon thirty (30) days written notice if the County Department does not promptly enter into negotiations to amend this PSA when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVI. TERMINATION

This PSA shall terminate three years after the date it is executed, unless the parties agree in writing to extend its term. All provisions of this PSA that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department's possession shall continue in effect beyond the termination of the PSA, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department, DHCS may provide an opportunity for the County Department to cure the breach or end the violation and may terminate this Agreement if the County Department does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated

immediately by DHCS if the County Department has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department must destroy all PHI and PCI in accordance with Section VI.I, above. The provisions of this Agreement governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PCI is destroyed and DHCS receives a certificate of destruction.

XVIII. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on the day the final signature is obtained.

For the County of Mono, Department of Social Services,

_____	_____
(Signature)	(Date)
Kathryn Peterson	Director
_____	_____
(Name)	(Title)

For the Department of Health Care Services,

_____	_____
(Signature)	(Date)
Toby Douglas	Director
_____	_____
(Name)	(Title)

Exhibit A: Agreement between SSA and CHHS, and Agreement between SSA and DHCS with Attachment "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the SSA." These are sensitive documents that are provided separately to the County's privacy and security office.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Community Development - Planning Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	General Plan Update Environmental Impact Report		

AGENDA DESCRIPTION:

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

Proposed contract with Bauer Planning and Environmental Services, Inc. pertaining to General Plan Update Environmental Impact Report.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The majority of contract costs will be grant funded; General Fund impacts will not exceed \$40,000. There is sufficient appropriation in both the rollover budget and the department requested budget to cover this expenditure.

CONTACT NAME: Scott Burns

PHONE/EMAIL: (760) 924-1807 / sburns@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
7/25/2013 4:31 PM	County Administrative Office	Yes
7/30/2013 11:33 AM	County Counsel	Yes
7/25/2013 6:02 PM	Finance	Yes

Mono County Community Development Department

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

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

August 6, 2013

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Scott Burns, Director

RE: GENERAL PLAN UPDATE ENVIRONMENTAL CONTRACT

RECOMMENDATION

Approve County entry into attached contract with Bauer Planning and Environmental Services for a not-to-exceed cost of \$85,320 to prepare an update of the Environmental Impact Report (EIR) for the General Plan Update, and provide any desired direction to staff.

FISCAL IMPACT

The majority of contract costs will be grant funded; general fund impacts will not exceed \$40,000.

DISCUSSION

This contract provides for the update of the Mono County General Plan Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA) with Bauer Planning and Environmental Services, a local firm experienced in Mono County planning and environmental matters. The Board of Supervisors initiated the General Plan Update and accepted a \$326,000 Sustainable Communities Grant from the Strategic Growth Council January 22, 2013, and has since approved a contract with Pacific Municipal Consultants for the resource efficiency component of the update. Environmental consultant Dr James Paulus has been retained to assess species and habitat resources, planning consultant Laurie Mitchel is updating the circulation and transportation components of the plan with staff, and staff has been updating a variety of area plans, policies, and regulations via the Regional Planning Advisory Committees (RPACs) and Planning Commission.

The EIR update will analyze the impacts of these plan and policy adjustments on the environment, conclude the update of the Master Environmental Assessment (essentially the existing setting portion of the EIR), and incorporate greenhouse gas emissions analysis and mitigation strategies. The EIR update will be designed to facilitate subsequent project streamlining, allowing for future projects consistent with the General Plan to tier from the EIR and thereby reduce the time and cost for CEQA compliance.

Please contact Scott Burns at (760) 924-1807 if you have questions concerning this matter.

ATTACHMENT

Draft Contract

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
BAUER PLANNING AND ENVIRONMENTAL SERVICES FOR THE PROVISION
OF PLANNING AND ENVIRONMENTAL CONSULTING SERVICES
FOR GENERAL PLAN UPDATE**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "the County"), may have the need for the planning and environmental consulting services of BAUER PLANNING & ENVIRONMENTAL SERVICES (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work as shown in Attachment A, which is attached hereto and incorporated by this reference. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

2. TERM

The term of this Agreement shall be from August 6, 2013, to January 1, 2015. Notwithstanding the foregoing, the County reserves the right to terminate this Agreement as provided in paragraph 13.

3. CONSIDERATION

- A. Compensation. The County shall pay Contractor in accordance with the provisions of this Agreement and in accordance with Attachment A, Scope of Work, at a cost not to exceed \$85,320.
- B. Travel and Per Diem. Unless otherwise stated in Attachment A, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

- C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration or reimbursement for supplies, services, or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed pursuant to this Scope of Work and Agreement shall not exceed \$85,320 (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, separate itemized statements of all services and work described in the Scope of Work which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the services or work. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day; the statements shall also describe all requested reimbursement or payment for travel expenses and per diem, if such reimbursement is authorized in a Scope of Work Letter. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.
- F. Federal and State Taxes.
- (1) County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
 - (2) County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

- (3) The total amounts paid by County to Contractor will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, the services and work identified in the Scope of Work. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County will be performed within the time frame set forth in the Scope of Work.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY

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

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

8. INSURANCE

Insurance requirements, which may include but not be limited to minimum coverage levels and type, are subject to change by the County based on the scope of services and work that may be requested. Any additional insurance requirements will be agreed to by the parties prior to issuance of, and made a part of, the applicable Scope of Work Letter.

- A. Business Vehicle. If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A, Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels to be determined by the Risk Manager. The coverage shall include all Contractor-owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.
- B. Professional Liability. If Contractor is required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified in Attachment A (Scope of Work) and/or already maintains such policy, then Contractor shall procure (or in the latter case maintain) a professional liability insurance policy with a minimum coverage of not less than one million dollars (\$1,000,000.00) each occurrence/one million dollars (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to the County's Contract Administrator.

9. STATUS OF CONTRACTOR

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

- A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the services and work to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement, shall represent and conduct themselves as independent contractors, and not as employees of the County.

10. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including reasonable litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the negligent performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or subcontractors. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligent act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose negligent acts or omissions any of them may be liable. In the event of a cost caused in part by Contractor, Contractor's obligation to indemnify County shall be limited to that part determined to be caused by Contractor. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance. .

11. RECORDS AND AUDIT

- A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.
- B. Inspections and Audits. Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the County has the right,

at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NON-DISCRIMINATION

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

13. TERMINATION AND CANCELLATION

This Agreement may be terminated by the County without cause, and at will, for any reason by giving to Contractor 15 days' written notice of such intent to cancel. In such event, the County shall pay Contractor for services and work satisfactorily performed by Contractor before delivery of the County's termination or cancellation notice.

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a

modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 24 below.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms, within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

22. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

23. AMENDMENT

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

24. NOTICE

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

County of Mono:

Scott Burns, Community Development Director
PO Box 347
Mammoth Lakes, California 93546

Contractor:

Sandra Bauer
Bauer Planning & Environmental Services
P.O. Box 9222
Mammoth Lakes, California 93546

25. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERE TO SET THEIR HANDS AND SEALS THIS ____DAY OF AUGUST 2013.

////////////////////

COUNTY OF MONO

By: _____
Byng Hunt, Chairman
Board of Supervisors

CONTRACTOR

By: _____
Sandra Bauer, Bauer Planning &
Environmental Services

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM & INSURANCE:

County Counsel

ATTACHMENT A

Section I OVERALL SCOPE OF WORK

A. SCOPE OF WORK SYNOPSIS

This scope of work outlines a process for assisting the Mono County Community Development Department in the preparation of an updated *General Plan EIR* and *Master Environmental Assessment* (MEA). The overriding objectives of this scope of work are to ensure that the updated documents are easily accessible and user-friendly, reflect land use values of the communities served, retain the use of a free-standing MEA as the environmental baseline, emphasize the use of relevant existing materials, and facilitate tiered environmental reviews for projects that conform to adopted community Area Plans as allowed under Public Resources Code 21083.3.

B. TEAM OVERVIEW

The General Plan update process is a true team effort in which County staff will prepare the updated General Plan and facilitate community outreach through the established Regional Planning Advisory Committees (RPACs). Outside consultants will contribute to technical studies, including PMC for GHG analyses and preparation of resource efficiency policies, Jim Paulus for Biological Resources including sage grouse, Laurie Mitchell assisting with overall policy development, and TSS Consultants preparing a Biomass Feasibility Study with GHG analyses as needed. Opticos has recently completed a well-received design handbook for Bridgeport, and is anticipated to provide design ideas for Lee Vining and June Lake. The effort will be further assisted by contributions from Caltrans, the National Park Service, and other agencies and service providers.

c. SCHEDULING GOALS

The County has set a goal of completing the updated *General Plan* and environmental documents by June of 2014, in tandem with the General Plan Housing Element update. Though not mandated, this schedule would facilitate use of the updated General Plan EIR for both the Housing Element as well as the General Plan Land Use Element, and would also be consistent with the land use and transportation coordination goals embodied in SB 375. The nonnegotiable deadline for completing these documents is January 2016, since the update is funded in part through the 3-year sustainable communities grant program that will end at that time.

D. RECENT GENERAL PLAN ACTIVITIES AND CURRENT UPDATE TASKS

The County completed a comprehensive General Plan Update in 1993, along with a Final EIR and a separate MEA. The MEA was prepared as a stand-alone document to streamline preparation of future environmental reviews and to facilitate periodic revisions apart from the formal General Plan amendment process.

In 2000, the County updated its General Plan Land Use Element. The revisions were limited to three key goals: to integrate the zoning and development code into the General Plan, to amend the Land Use Plan accordingly, and to upgrade the Land Use maps to provide greater detail for all areas of the county. As part of these revisions, the County prepared a new EIR (showing the same impacts and mitigations as identified in the 1993 EIR) and also updated its MEA. The 2001 MEA contained an extensive update to the environmental baseline data and was reformatted for easier use. The following year, the County completed the 2002 June Lake Area Plan Master Environmental Assessment. County staff again informally updated the 2001 General Plan MEA within the past few years, including enhanced formatting and a more current data base. Staff is currently reviewing the 2009-2010 updates to determine where additional information is needed and to ensure that the forthcoming MEA revisions adhere to a format that complements the larger General Plan.

As was true in the 2000 General Plan update, changes proposed for the 2014 General Plan update will not substantively modify the County's land use planning or underlying assumptions: the basic land use goals, policy directions and overall build-out densities are generally unchanged. However, with extensive guidance and input from the Regional Planning Advisory Committees (RPACs), a number of community Area Plans have been newly completed and/or revised; all of these changes will be addressed in the forthcoming General Plan documents.

The 2014 update and environmental documents will review and analyze all General Plan element updates, which include the Land Use Element, Circulation Element/Regional Transportation Plan (RTP), Housing Element, Conservation/Open Space Element, Safety Element, Noise Element, and potentially an optional Economic Development Element. The June Lake Master Environmental Assessment will also be integrated into the 2014 update and environmental documents. In addition to area plan updates contained in the Land Use Elements, a series of new initiatives have been undertaken to enhance the quality of life for residents and visitors throughout Mono County. The initiatives are briefly reviewed below:

- **Resource Efficiency Plan:** Mono County's Resource Efficiency Plan is intended to function in the same manner as the more common Climate Action Plan, but is focused more specifically on meeting the requirements of a Greenhouse Gas (GHG) Emissions Reduction Plan as set forth in the California Environmental Quality Act (CEQA) §15183.5. The County's main goals would be to 1) meet CEQA requirements for the General Plan Update, 2) provide a GHG analysis and set of mitigation measures that are sufficient robust to enable tiering and/or CEQA streamlining by future development projects, and 3) identify, prioritize, and economically demonstrate GHG reduction mitigation measures that result in cost savings and/or a high return on investment for community residents and/or government operations in addition to reducing emissions.
- **Capital Facilities Policies and Improvement Projects:** A list of capital improvements projects and an approval/programming process is being developed to better coordinate long-term project planning. Transportation projects will be a key focus through the Regional Transportation Plan update, and it is expected that community input into the area plans will inform the project list.
- **Scenic Byways Plan:** The Scenic Byway project develops an application for federal scenic byway designation for U.S. 395, and includes a corridor "brand," a catalogue of

intrinsic values, community design themes, and regional and community stories highlighting local character.

- **Integrated Waste Management Plan:** This plan will be updated to address improvements in recycling and waste reduction and the plan will also consider options for waste disposal after the Benton Crossing Landfill lease expires in 2023.
- **Main Street Revitalization Efforts:** The main streets in many Mono County communities are also state highways, and must serve the needs of regional mobility as well as local safety and community values. Main street revitalization efforts focus on identifying innovative community-specific improvements to achieve complete streets, walkable communities, and support local communities. Policies supporting Main Street goals that complement the Scenic Byway planning above are anticipated.
- **County-wide Trails Planning:** Trail planning is a long-standing priority for Mono County. The forthcoming General Plan update will provide a thorough overview of progress in recent years, including a proposed 350-mile Eastern Sierra Regional Trail extending from Topaz Lake to Round Valley, and ongoing community efforts to create a gateway trail connecting Lee Vining to Yosemite National Park, as well as a wide range of local community efforts.
- **Biomass Utilization:** Mono County and the Eastside Biomass Project Team are evaluating the feasibility of a community-scale bioenergy facility (thermal only, combined heat and power, or electricity only [<3 MW]) using locally available forest waste biomass, utilizing local labor, and supporting the regional economy. The feasibility study will inform an update of energy, forest health, and fire hazard policies in the general plan.
- **Parking Standards Study:** As part of the Regional Transportation Planning effort, the County will revise downtown parking standards for various County communities. The effort will be in tandem with the Scenic Byways and main street revitalization efforts.
- **Landownership Adjustment Report:** The County completed a multi-agency landownership adjustment review in 2010 and will incorporate policy changes recommended by the project.
- **Food Systems Study:** In support of a recent IMACA grant, the County is planning to develop and refine policies to support community agricultural uses including community gardens, ranching, and documentation of the agricultural heritage in Mono County. The study will consider all activities from production to distribution and waste, with a focus on low income needs.
- **Design Handbooks:** The voluntary design handbook recently developed by Opticos for Bridgeport has been well received, and similar design handbooks are in the planning stages for other Main Streets.
- **Habitat Conservation Policies:** Policies and mitigation strategies will be developed based upon focused habitat reviews in and around communities, and specific guidance provided for mitigating impacts to sage grouse, Yosemite Toad and Yellow-legged Frog. This work will be conducted by Dr. James Paulus and provided for integration into the EIR and General Plan Update.

E. PUBLIC MEETINGS AND OUTREACH

The County has integrated public outreach into the very fabric of the General Planning process by working with RPACs in each community to develop Area Plans that reflect local land use goals and priorities. The Area Plans are incorporated into the Land Use Element to provide more specific guidance for development activities in individual communities. No changes are planned with respect to this process: County staff will continue to coordinate with the RPACs and will funnel the approved plans and guidelines to the project team for

use in the updated General Plan and environmental reviews. BPES will provide support to County staff as needed with the local RPACs in obtaining scoping information and presenting results of the EIR update at appropriate stages of review.

F. TEAM MEETINGS AND STATUS REPORTS

Team communication is a vital ingredient in the planning process and indispensable for managing a large team with wide ranging tasks, information needs and scheduling goals. This scope of work anticipates that team meetings will be held on a monthly basis through project completion, with conference calls as needed between meetings. BPES will be responsible for preparing meeting agendas (with content input from all participants) and for preparing a summary of key points and action items following each meeting. The meeting summaries will provide information that can be used in Status Reports to the Board of Supervisors, the Planning Commission and the RPACS throughout the project.

Section II

APPROACH TO THE ENVIRONMENTAL ANALYSIS

Provided below is a description of the process that will be used to prepare the environmental documentation for the General Plan update. The program is organized into five major tasks as described below.

A. PRELIMINARY ORGANIZATIONAL TASKS

Although the General Plan update process is well underway, there are several tasks that BPES will complete as an initial step to ensure compliance with all applicable procedural and content requirements of CEQA. Key organizational tasks include:

- *Define the Project Objectives and Alternatives.* The EIR is required to analyze alternatives to the proposed General Plan land use element components (and housing element components, if scheduling goals are met). CEQA §15126.6(f) offers these guidelines for the selection of alternatives: "*The range of alternatives required in an EIR is governed by a "rule of reason" that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine in detail only the ones that the lead agency determines could feasibly attain most of the basic objectives of the project. The range of feasible alternatives shall be selected and discussed in a manner to foster meaningful public participation and informed decision making.*" For the Mono County General Plan, alternatives would logically stem from land use options considered by each RPAC when developing the Area Plans, and this task will therefore include a review of land use policies that were considered but rejected by the various RPACs. Project objectives also play a central role in CEQA, and most particularly in terms of winnowing the range of feasible alternatives to a set of options that not only reduce environmental impacts but also meet underlying land use goals. The County is currently amending its build-out assumptions and figures and, through this process, may have several scenarios that can be integrated into the alternatives analysis.
- *Consolidate Background Materials.* As is evident in the review of recent General Plan activities (§D), the County has substantially or partially updated its General Plan three times in the past twenty years, including two updates to the General Plan Land Use Element (each with an EIR), and three MEA updates as well as the MEA prepared for the June Lake Area Plan in 2002. These documents are thorough and well organized. An early effort will involve working with County staff to identify an optimal "Master Format" for the updated MEA and for the forthcoming EIR. Goals of the Master Format will include continuity with the earlier documents, but in a manner that provides even greater accessibility and streamlining capability for future projects. Consolidation of background materials and reference documents will be part of this task, with the goal of avoiding redundant effort.
- *Identify Housing Element Components.* A cornerstone goal of the accelerated schedule is to use this environmental review to meet CEQA requirements for both the General

Plan Land Use Element and the Housing Element updates. To this end, a preliminary organizational task will be to integrate the Housing Element update schedule into the CEQA schedule to ensure that information is timely and complete. This task will include review of earlier Housing Element CEQA documents so as to eliminate redundant effort to the maximum possible extent.

- *Distribution Lists and Document Formats.* The EIR/MEA distribution List will be updated to ensure correct addresses for the agencies, groups and individuals that will receive CEQA documents and notices. The Distribution List will also identify a local library for citizen access to completed documents, and the newspaper(s) that will be used for publication of legal notices. Generous use of CDs and web-postings (in lieu of printed documents) will reduce costs and paper waste while enhancing accessibility and search-ability of completed documents. Thus a task during this stage will be to determine which recipients can receive CDs in lieu of printed documents during the public and agency review periods.
- *Scoping Consultation.* Based on discussion with County staff, a determination will be made as to whether all responsible and trustee agencies have had sufficient opportunity to comment on the scope and content of forthcoming CEQA documents. Supplemental scoping communications will be held with any agencies that may have additional input to offer. The scoping communications will focus on issues of concern, the planned scope and focus of environmental studies, and identification of relevant criteria and performance standards that may be applied to assess impact significance.
- *Schedule Review.* The preferred schedule calls for EIR certification by June of 2014, which is an ambitious goal. The goal can be facilitated by regular progress monitoring and verification of review elements. If it appears that the target schedule cannot be attained, the overall Master schedule will be revised to fit into the larger framework of the Sustainable Communities Grant program with a late-2014 completion date. To this end, the Master Schedule will be closely reviewed as an early project step to ensure that no tasks are omitted, and to verify and/or modify goal dates for all key tasks and deliverable items.
- *Refine the 'Master Format.'* BPES will work with County staff to develop a Master Format that can be used to ensure that the various work products offer cohesive, integrated and attractive visual and content formatting.

B. INITIAL STUDY AND NOTICE OF PREPARATION

Based on information obtained during the initial project stages, an Initial Study (IS) and environmental checklist will be completed that identifies potentially significant impacts associated with the General Plan update, and eliminates from further study in the EIR any issues that are not found to have potentially significant project effects. Based on results of the Initial Study, a Notice of EIR and MEA Preparation (NOP) will be prepared. The NOP will identify major elements of the proposed General Plan and Housing Element updates, alternatives to be evaluated in the forthcoming EIR, the proposed scope and focus of the environmental analysis, and major features of the MEA update. The NOP will advise the public that the study is underway and invite comment on the issues to be addressed in the EIR. A draft of the IS/NOP will be prepared for internal review by the project team prior to distribution. Revisions will be made as necessary, and the IS/NOP will then be distributed to the agencies and individuals on the approved Distribution List for a 30-day review and comment period, and legal notices will be provided to the County for publication. Responses received through this process will be used to ensure that the scope of the EIR responds affirmatively to the issues of concern. (Note: It is not anticipated that the NOP will be used to narrow the scope or focus of the MEA; it is understood instead that the

revised MEA update will provide a comprehensive update of existing environmental conditions throughout the Mono County study area.)

C. PREPARATION OF ADMINISTRATIVE REVIEW DRAFT EIR AND MEA

Work on the Administrative Draft EIR will begin during the IS/NOP review period. A primary goal will be to retain as much of the existing documentation as possible and ensure continuity of the environmental data base. Modifications will therefore focus on describing and analyzing the revised Area Plan land use goals and plans, describing and analyzing the new and evolving County initiatives, and updating the graphics, as well as presenting alternatives and assessing long-term cumulative effects. The format and content will reflect County goals for the 'Master Format,' with NEPA elements as needed to reflect the large number of federal agencies outside the County's land use jurisdiction. Sections of the administrative Draft EIR and MEA will be provided for internal review by the project team throughout the preparation schedule to verify that the analysis and approach are consistent with the larger planning framework. Special attention will be given to assessing uniformly applied development standards or policies to mitigate the effects of the General Plan Update, in accordance with CEQA Guidelines Section 15183. Revisions will be incorporated as needed throughout this process.

D. PREPARATION OF DRAFT EIR AND MEA

The Draft EIR will be compiled as soon as the Administrative Draft is complete and meets with County approval. CDs and hard copies of the EIR and the MEA will be printed according to the distribution list requirements, and the documents will be distributed to all listed agencies, groups and individuals. BPES will prepare the Notice of Completion (NOC) as required by the State Clearinghouse, and will also prepare (for County publication) a legal notice announcing availability of the Draft EIR for public review including review dates. Due to scheduling constraints, it is anticipated that the EIR/MEA public review period will extend over roughly 50-days.

Public meetings are optional but not required during the EIR review period. Based on precedent, it is likely that RPAC meetings will be the primary method for public meetings during the Draft EIR review. BPES will support the County as needed at the RPAC meetings and other meeting forums as may be identified. In each instance the meeting goals will be to provide an overview of the MEA update and significant findings of the Draft EIR, and to provide an opportunity for informal comment and discussion of the information and findings contained in the MEA and Draft EIR (but not to respond to comments, which is the task of the Final EIR).

E. PREPARATION OF FINAL EIR AND MEA

At the close of the public review period, BPES with assistance from the project team will respond to all written comments on the MEA and Draft EIR. An administrative review copy of the draft responses to comments will be provided electronically for internal review, and revisions will be made as needed leading to preparation of a complete Final EIR document that meets with County approval.

The Mitigation Monitoring and Reporting Program will also be prepared, along with a Notice of Determination (NOD). BPES will assist County staff in preparing Findings and (if needed)

Statements of Overriding Consideration. In combination with the Draft EIR and the MEA, these documents will comprise the Final EIR. Copies of the complete text of the Final EIR and MEA will be printed and/or copied onto CDs as appropriate, and sent to each agency and individual that submitted comments on the DEIR. The final documents will also be posted on the County website. BPES will assist staff as needed in preparing for and making presentations at meetings of the Planning Commission and the Board of Supervisors, and answering questions concerning the environmental process.

If the Board approves the MEA and certifies the Final EIR, BPES will assist County staff in filing the NOD (within 5 business days of project approval) and compiling a complete package for the Administrative Record and for future use. Filing of the NOD will initiate the 30-day Statute of Limitations and complete the environmental documentation process.

Section III SCHEDULE, ASSUMPTIONS AND FEES

A. SCHEDULE

Provided below is a review of the schedule set forth for Task 6 (CEQA compliance) in the Mono County Master Schedule. Additional dates and details have been provided for several subtasks. Note that a more detailed schedule and monitoring process will be developed during the preliminary organizational phase.

MONO COUNTY 2013-2014 GENERAL PLAN & HOUSING ELEMENT EIR UPDATE

PRELIMINARY SCHEDULE

MASTER SCHEDULE TASK 6 CEQA REVIEW TASKS	ORIGINAL/REVISED GOAL DATE
Sub-Task A: Contract with appropriate consultant to prepare EIR.	Jan-Feb '13/July 2013
Sub-Task B: Compile recent work and update to the MEA; revise MEA as necessary; complete preliminary organizations tasks.	Mar-Jun '13/July-Aug '13
<p>Sub-Task C: Outline analysis based on likely changes.</p> <p><i>Subtask C1: Identify likely Land Use Element changes.</i></p> <p><i>Subtask C2: Identify likely Housing Element changes.</i></p> <p><i>Subtask C3: Identify likely Circulation Element/RTP changes.</i></p> <p><i>Subtask C4: Identify likely Conservation /Open Space Element changes</i></p> <p><i>Subtask C5: Identify likely Safety Element changes</i></p> <p><i>Subtask C6: Identify likely Noise Element changes</i></p> <p><i>Subtask C7: Changes to integrate Economic Development Element if needed</i></p> <p><i>Subtask C8: Changes to integrate the June MEA</i></p>	Jun-Jul '13/July-Aug '13
Sub-Task D: Conduct public scoping meeting/NOP.	July 2013 / Sept. 2013
<p>Sub-Task E: Update MEA and Prepare Administrative Draft EIR</p> <p><i>Subtask E1: Submit 1st Administrative MEA & Draft EIR for internal review</i></p>	Aug 2013-Jan 2014

<i>Subtask E2: Receive comments on Administrative DEIR</i>	<i>10 January 2014</i>
<i>Subtask E3: Complete revisions, resubmit for quick 2nd review</i>	<i>31 January 2014</i>
<i>Subtask E4: 2nd internal review ends</i>	<i>11 February 2014</i>
	<i>17 February 2014</i>
Sub-Task F: Publish & Distribute DEIR for public/agency review.	28 February 2014
Sub-Task G: Receive comments; Prepare FEIR	
<i>Subtask G1: Respond to comments, submit 1st AdFEIR for internal review</i>	18 April 2014
<i>Subtask G2: Receive comments on Administrative FEIR</i>	<i>2 May 2014</i>
<i>Subtask G3: Complete revisions, resubmit for quick 2nd review</i>	<i>16 May 2014</i>
<i>Subtask G4: 2nd internal review ends</i>	<i>23 May 2014</i>
	<i>29 May 2014</i>
Sub-Task G: Package with Tasks 7D and 7E for certification.	by June 25, 2014
Sub-Task H: File Notice of Determination	by 2 July 2014

B. ASSUMPTIONS

The County will be responsible for: (a) preparation of graphics including those in the MEA, the General Plan Land Use Element (and Housing Element if appropriate), and the EIR; (b) document and CD printing and mailing; (c) publication of legal notices; and (d) preparing updates to the General Plan Land Use Element, Housing Element, Circulation Element/RTP, Conservation/Open Space Element, Safety Element, and Noise Element as well as the potential new Economic Development Element. BPES will work with County staff in updating the MEA data base, managing the overall schedule, preparing agendas for and attending and summarizing team meetings (including follow-up on action items), preparing for and making presentations at Planning Commission and Board of Supervisor meetings, and attending RPAC meetings as needed to review information about the content and findings of CEQA documents. BPES will have primary responsibility for preparing the General Plan EIR and the MEA and related documents, and for compliance with all procedural and content requirements of CEQA pertaining to those documents. This scope of work and budget also assumes that the project tasks can be completed by the end of 2014.

C. PROFESSIONAL FEES AND DIRECT CHARGES

The total fee for the tasks outlined in the scope of work is estimated to be \$85,320. This fee is based upon a reduced hourly rate (reduced from \$180 to \$120/hour) and the anticipation that Final EIR certification hearings will be held no later than December 2014. No significant direct costs are included in this budget. The County will be responsible for all major direct costs including printing, legal notices, graphics preparation and mailing (and similar related expenses); travel costs will be negligible since a majority of the work will be done from BPES’ office in Mammoth. The direct cost budget is therefore limited to 1% of total fees.

TASK	HOURS	FEE
Project Organization	40	\$4,800
Initial Study & Notice of Preparation	80	\$9,600
Administrative Draft EIR and MEA	320	\$38,400
Draft EIR/MEA	60	7,200
Final EIR/MEA and Hearings	100	12,000
Meetings (8 hours monthly through July 2014 including agendas & summaries)	104	12,480
TOTAL PROFESSIONAL HOURS & FEE	704	\$84,480
Direct Costs @ 1%		\$840
TOTAL BUDGET		\$85,320



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Information Technology
ADDITIONAL DEPARTMENTS	County Administrative Office		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Town of Mammoth Lakes IT and GIS Support Services Contract		

AGENDA DESCRIPTION:

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

Information Technology (IT) and Geographic Information Systems (GIS) Services professional services contract with the Town of Mammoth Lakes.

RECOMMENDED ACTION:

Authorize the County Administrator to negotiate and enter into a five-year professional services contract with the Town of Mammoth Lakes, consistent with the proposed Scope of Work, for the purpose of providing Information Technology and Geographic Information Systems Services. The contract shall ensure recovery of the County's direct and indirect costs of providing the professional services. (Note: With respect to GIS services, this contract will subsume and replace the existing contract under which the County provides such services.)

FISCAL IMPACT:

There will be no fiscal impact to the County. The costs for the services provided will be completely covered by the Town for the duration of this contract. The costs to provide the services proposed are further detailed in the staff report. Both the projected revenue and related appropriations are included in the department's 2013-2014 requested budget.

CONTACT NAME: Nate Greenberg

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Staff Report](#)

 [Town of Mammoth Lakes IT Services - Scope of Work](#)

History

Time	Who	Approval
7/25/2013 1:18 PM	County Administrative Office	Yes
7/30/2013 6:17 PM	County Counsel	Yes
7/25/2013 6:01 PM	Finance	Yes



INFORMATION TECHNOLOGY
COUNTY OF MONO

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Nate Greenberg
GIS Coordinator & Digital 395 Project Manager

To: Honorable Board of Supervisors

From: Nate Greenberg, GIS Coordinator & Digital 395 Project Manager

Date: July 18, 2013

Subject

Information Technology (IT) and Geographic Information Systems (GIS) Services professional services contract with the Town of Mammoth Lakes.

Recommendation

Authorize the County Administrator to enter into five year professional services contract with the Town of Mammoth Lakes for the purpose of providing Information Technology and Geographic Information Systems Services.

Discussion

The Town of Mammoth Lakes is seeking the on-going support of the Mono County IT Department for the purposes of providing maintenance and support for their technology infrastructure. In May of 2013, the Town entered into a short-term emergency contract for the purpose of addressing high-priority technology needs. The primary focus of this effort was the rebuilding of their server infrastructure, which sets the stage to bring their overall implementation up to industry standards.

This effort reflects a commitment to build shared services where financially and organizationally feasible. Further, this type of relationship embodies ongoing efforts to find greater efficiencies for the residents of both the Town and the County by combining or sharing services while maintaining adequate service levels.

The purpose of this long term services contract is to provide staff capacity for the ongoing development, maintenance, and support of that newly implemented IT infrastructure in a mutually beneficial manner for both the County and the Town. The contract proposes having one Full Time Equivalent (FTE) IT Specialist available to the Town, which will be part of the County's IT Department. In order to provide the required staffing level, the County would recruit one additional IT Specialist upon the approval of this agreement, as the current County IT staffing levels cannot accommodate this ongoing need.

Also through this agreement, the County would continue to provide GIS services and support for the County/Town. This relationship has been in place since 2007 through an existing Memorandum of Understanding. The County has provided a minimal level of IT support to the Town since 2007 to implement, maintain, and expand the Town's GIS capacity. Establishing a longer term IT relationship will benefit the County by furthering agency-to-agency collaboration, better coordinating infrastructure and technology, and reducing mutual costs for both agencies. This agreement will also facilitate the improved information exchange by providing access to common data resources and systems.

Fiscal Impact

There will be no fiscal impact to the County. The costs for the services provided will be completely covered by the Town for the duration of this contract. The costs to provide the services proposed are as follows:

Information Technology Services

IT Specialist	\$133,058/yr.
Management & Administration	\$19,958/yr.

Geographic Information Systems Services

Program Oversight & Coordination	\$10,000/yr.
System Development & Maintenance	\$30,000/yr.
Project Level Support	\$35,000/yr.

Town of Mammoth Lakes

IT and GIS Services Scope of Work

Summary (for Staff Report):

Mono County has been committed to developing and expanding its Information Technology Department since 2000, the result of which is a sophisticated and modern infrastructure that supports roughly 330 users with enterprise class technology services. The development and maintenance of this infrastructure has provided our staff with in-depth knowledge of industry standards, best practices, and technology systems implementation, while keeping costs low.

A long-term commitment to IT is invaluable for public entities such as the County and Town, as our daily work, and overall sustainability as an organization centers around it. This commitment means ensuring the technology systems our staff work with are modern, capable, and provide the resources necessary for them to do their work and service the public effectively. Preventative maintenance, scheduled replacement of hardware, 24-hour monitoring of systems, documentation, and training are all aspects of a technology system that are requirements, not luxuries.

Within an IT Department, it is important that a committed and competent staff exists who are looking out for the good of the organization(s) – implementing technology thoughtfully and carefully, while using the best solutions. Training, and cross-training on new technology is very important, so when departments approach IT with project needs, our technicians are able to assist with current knowledge and proficient skills. Having a big-picture outlook and strategic vision for the implementation of technology within the organization is of equal importance, since as staff and budgets become tighter, technology is leaned on more and more.

Mono County's proposal for IT services is based on the Town's request for such services, as well as an in-depth understanding of what is required to service an agency of this size, and an assessment of the Town's infrastructure (completed by Mono County in 2012). While the actual IT services that will be provided could be offered by a private firm, the agency-to-agency collaborative opportunity is tremendous. With so much interaction happening between the two agencies, having a coordinated technology infrastructure will only further facilitate the exchange of, and access to, critical information which will better serve the public needs. Combining technology resources will have cost saving benefits and continue a mutually beneficial relationship between the County and the Town.

The direct benefit of these services to the Town is substantial. Not only will the Town receive access to one FTE IT Specialist, but also the combined knowledge base and experience of the entire County IT staff, and a host of additional services and technology offerings that have been implemented and developed by the County over the past decade. This includes a variety of systems and services paired with a competent staff resource that will ensure the Town's best interest when maintaining current infrastructure, and developing future projects.

In addition to basic IT services, this agreement incorporates coordination and management of GIS, which was previously covered through a separate MOU. The County/Town Federated GIS has incrementally developed as a partnership between the agencies since 2005. The scope of work included as part of the initial MOU focused on services provided to the Town by the County GIS Coordinator to help the agency develop and maintain its GIS. Following its signing, it became apparent that a consolidated and 'Federated' system would be more beneficial than two independent and overlapping systems.

Today, the Mono County and Town of Mammoth Lakes Federated GIS is an IT system that integrates data from multiple agencies hosted on a common set of hardware, making the information available to users through various different

clients and applications. The system utilizes databases and file servers to host a variety of critical infrastructure and core agency datasets that are developed and maintained by the County, Town, and other agencies. Using existing network configurations within the County and Town, this consolidated resource is made available to both in-house staff, as well as the general public through web applications, and desktop software.

Over the past several years, additional staff have been added to the County's GIS team to support the growth and development of this mutual system. With this expansion, it is logical that services to the Town will include staff other than just the GIS Coordinator.

The agreement that follows provides a broad scale overview of the services that would be provided to the Town in the areas of general IT support and GIS services support. The attachments that are included define in more detail the scope of services, or work that would be completed as part of the agreement.

Attachment A roughly outlines the scope of work associated with general IT services, while Attachment B outlines the GIS services provided to the Town. Each year, a detailed work plan will be developed and approved by both agencies guiding the specific work to be completed under this agreement, as it relates to both areas mentioned. These work plans would serve as that year's roadmap for projects to be completed.

Finally, in the first year, a comprehensive Needs Assessment and resulting Strategic Plan will be developed that addresses the combined issues, opportunities, and constraints within both agencies relative to a consolidated IT solution. As this is being developed, key personnel within both agencies will be engaged and consulted, and ultimately, a steering committee will be formed to help provide perspective, oversight, and guidance.

Attachment A :

Information Technology Support Services

Management and Administration

Under this agreement, Mono County will assume responsibility for the overall IT infrastructure of the Town. This includes performing in-depth analysis of current technology structure, strategic planning for short and long-term technology deployment, offering policy and budget recommendations, and taking steps to proactively ensure integration and implementation of current and future systems.

This work is beyond the scope of an IT Specialist, or any of the actual hands-on work that is done to sustain the Town's infrastructure. Rather, this is an additional managerial role that requires an understanding of technology management, employee management, and overall project management with a public entity. From this beginning, the County will participate in management level meetings with the Town as a technology advocate and advisor. As new projects are created, the Town will have IT expertise required to make effective technology decisions.

The Mono County IT Manager will also be available, if not present, for Town Department Head meetings, and Town Council meetings as deemed necessary. Though this position will not directly report to the Town Manager from a supervisory stand-point, they will be available as any other department head within the Town. Additionally, County staff will work with vendors that the Town currently does business with to ensure the terms of existing contracts are met, and will leverage service agreements and services provided to ensure that Town systems are maintained.

Under the existing GIS MOU, a GIS Steering Committee was established to recommend projects, review progress, and help chart the course for future development and implementation goals. Under this new agreement, it is intended that this committee will be expanded within both organizations to address overall IT and GIS needs collectively, and help steer the course of technology within the organizations. Both entities should appoint a select few members to represent appropriate departments and interests, as deemed appropriate, and in such a way that agency needs can be conveyed and addressed in annual work plans.

Mono County will make purchasing recommendations based on real-world understanding of technology needs and best-practices/industry standards, and work with vendors to get the best prices to meet those needs. The County will also develop, impose, and ensure compliance with a comprehensive set of policies and procedures regarding technology usage within the Town. These policies will be modeled around County policies with the intention of being adequately consistent with the County's, as the County and Town networks will be joined, and managed together.

Finally, the requirements associated with maintaining and managing staff to perform the support work is covered under this work item. This includes office space, local staff travel, rack space for servers, costs to power equipment, hardware required for disk array management, etc. The dollar amount reflected under the Management and Administration item in the budget reflects the anticipated cost for all of these items.

Enterprise Class Expertise and Support

Mono County works with Enterprise level technology every day. This technology saves money in the long term and increases the efficiency of the organization and end user. Familiarity with this technology comes only through time spent working on it. Unfortunately, every IT environment is different, with its own unique set of implementation, and associated problems. Having a familiarity with an infrastructure not only increases the ability for an IT team to effectively resolve problems as they arise, but to do so quickly, resulting in a smoother running environment with less down time.

In line with this, the County's approach to resolving the Town's IT infrastructure issues under the Emergency Scope of Work (executed in May, 2013) is to rebuild the server/system infrastructure to meet best practices. This approach is more comprehensive but it will ensure infrastructure reliability to enable the Town staff to better serve the needs of the public. Given the current condition of the Town's infrastructure, future performance will likely resemble the past unless a new approach is adopted.

With the implementation of the Town's new IT infrastructure, a best-practices approach with respect to security, permissions, and passwords will be implemented Town-wide. This includes the required use of 'strong passwords' that change on a regular basis, and the elimination of local administrator rights on desktop PCs, which provides a more secure, and easier to maintain infrastructure. Data security has become a top priority worldwide, and will be locally as well.

Proactive Support of a Managed Environment

Preventive maintenance and regular monitoring keeps an IT infrastructure running smooth. This means the County will recognize a technology need, and take initiative to address it before it becomes critical. The County will take overall responsibility for the IT infrastructure, and take steps to make sure that equipment and software stays current, functional, and available for users. It is also our responsibility to make sure the Town stays compliant with Microsoft licensing requirements, which have been neglected in the past.

Keeping PCs, servers, and network infrastructure current is ongoing and never stops. Technology has a life span and realizing that is critical to maintaining functional infrastructure. Knowing when to replace equipment and how much each year's budget should be allocated leads to a stable environment. From this beginning, the County will oversee, manage, and direct the following:

- Software licensing and annual review of maintenance agreements with vendors, etc.
- Hardware warranties and renewals
- Network connection management and monitoring, including strategic use of Digital 395
- Oversight of all Town locations, including the main Town Offices, Road Shop, Police Station, and Airport
- Server uptime and health monitoring
- Desktop age and replacement schedules, with 4yr. replacement goals
- Provide remote and on-site desktop during regular business hours

Shared Software and Resources

The Town will be provided access to software and technology that the County already paid for by only buying the respective licenses or sharing proportional costs versus the whole package for the software. This software includes, but may not be limited to, Internet usage tracking software, technician work order system, Laserfiche imaging/document management software, computer inventory system, data storage center (SAN) to run servers virtually, environmentally controlled server center, 24 hour monitoring, remote assistance program, and our help desk.

Training and Tutoring

IT infrastructure includes end user training on how to use the technology. Holding classes and giving one-on-one tutoring is part of running a technology system. If end users know how to use an application and receive the proper training, their efficiency will increase. New technology and software products get introduced every year, and keeping up with changes is a difficult task. Technicians also need to be trained to insure they know how to maintain our infrastructure. To ensure success in this area, Mono County will provide periodic technology training courses to Town

(and County) staff on how to best use/implement the technology available to them.

Documentation

Documentation allows technicians to share knowledge with each other, and is a key component in building a knowledge base for a technology system. Mono County will document using electronic format on the systems and processes that we implement at the Town. To the extent practical and reasonable, the County will distribute tutorials or other reference materials, to Town staff on appropriate use of technology.

Help Desk and On-Site support

Having a full-time employee nearby means minimal wait time for day-to-day issues. The Town will get the same team on a regular basis which builds first-hand relationships, and provides a stable knowledge-base for your environment and its idiosyncrasies.

Because our staff work closely together, and regularly share and document configurations with each other, you will find that our help desk has the ability to quickly resolve issues as they arise. This means faster service and more uptime, which in turn will deliver better service to the public.

Technology not evaluated or addressed in this Scope

It is understood that the Town has other technology and systems that were not evaluated by the County at the writing of this scope, and therefore are not directly referred to in this document. These technologies include, but are not limited to the phone system, specific departmental applications, external web based applications, the AS400 finance/accounting system, fuel system, etc.

In these, and other similar cases, the County may be able to help troubleshoot and provide some basic front-line support with these systems, however, will not be able to guarantee it without an evaluation. As is done with most Enterprise class software and systems, our staff will rely on the service and support agreements that accompany those packages, and will not be a substitute for the product specific knowledge that comes from the vendor.

The County will continue to work to develop an understanding of the Town's technology infrastructure, and look for opportunities to improve existing, upgrade to newer solutions, and integrate with County systems with a desire to achieve an economy of scale, where appropriate and possible.

Budget

Ongoing support at the level discussed above requires a committed annual budget, as stated below:

IT Specialist	\$133,058/yr.
Management and Administration	\$19,958/yr.
Hardware/Software	\$30,000/yr.

The budget shall be evaluated each year mutually by the County and Town to determine whether the amount allocated adequately reflects the next year's anticipated level of support and costs, and adjusted accordingly.

Attachment B :

Federated Geographic Information Systems Management

Program Oversight and Coordination

Mono County will assume responsibility for management and coordination of the County/Town Federated GIS, offering policy development recommendations, project management, and ensuring that relevant considerations are made when evaluating new systems, implementations, or integration opportunities. From this beginning, the County will participate in management level meetings as a technology advocate and advisor.

Mono County will utilize an IT/GIS Steering Committee to assemble an annual work plan that identifies the primary GIS objectives and projects that will be focused on for the next year. This will be based on input from quarterly GIS User's Group meetings, GIS team staff, and known projects.

The result of this process will be a mutually agreed upon set of tasks and timelines to be accomplished within the dollar amount identified in the Budget section of this attachment. Additional work performed beyond this work plan that exceeds the total number of available hours, will be evaluated based on ability to complete, cost, and available funding, before work would proceed.

System Development and Maintenance

This category covers the overhead necessary to develop and support the infrastructure that comprises the GIS. This includes hardware and software maintenance, scripting and automation, application development, database development and support, and other system development tasks. Training and supporting users is also part of this category.

The County and Town utilizes Esri software to develop and implement our GIS, and will continue to work with Esri to understand and deploy cutting edge implementation of this technology. We work with other providers, existing and new, who provide software and hardware solutions that help expand our system and better integrate departments and improve our business process.

Project Level Support

This category covers specific work required to complete projects that are undertaken by the County or Town. Projects are divided into Billable and Non-Billable sub-types. Examples of billable projects are those which are carried out as a result of grants or other dedicated funding sources. Non-billable projects include those that are critical to department or agency function, such as 911 and addressing, but do not have a dedicated funding source.

This project list will be developed on an annual basis by the IT/GIS Steering Committee, and evaluated on an on-going basis to track progress.

Budget

Ongoing support at the level discussed above requires a committed annual budget, as stated below:

Program Oversight and Coordination	\$10,000/yr.
System Development and Maintenance	\$30,000/yr.

Project Level Support

\$35,000/yr.

The budget shall be evaluated each year mutually by the County and Town to determine whether the amount allocated adequately reflects the next year's anticipated level of support and costs, and adjusted accordingly.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Human Resources
ADDITIONAL DEPARTMENTS	CAO		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Greenberg Employment Agreement (IT Director)		

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

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

FISCAL IMPACT:

The Information Technology Manager position costs a total of \$154,440.14 for 11 months of 2013-2014 which is fully budgeted. The components include: \$101,420.00 in salary; PERS - \$19,180.33 and benefits costs of \$33,839.60.

CONTACT NAME: jledy@mono.ca.gov

PHONE/EMAIL: (760) 932-5414 / jledy@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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[Information Technology Manager Contract Cover Memo](#)

[Greenberg resolution](#)

[Greenberg Contract](#)

History

Time	Who	Approval
7/22/2013 10:30 AM	County Administrative Office	Yes
7/22/2013 10:04 AM	County Counsel	Yes
7/25/2013 12:27 PM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

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

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

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

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrative Officer
Date: August 6, 2013

Subject:

Proposed resolution approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment. Mr. Greenberg is currently the County's Geographic Information System (GIS) Coordinator and Digital 395 Project Manager. Under this agreement, Mr. Greenberg would become the County's new Information Technology (IT) Manager and would also continue to serve as the County's Digital 395 Project Manager with an effective date of August 6, 2013 pending Board approval of the contract.

Recommendation

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

Background

With the retirement of Clay Neeley as Director of Information Technology, the County performed an internal recruitment for his successor. There were three candidates and Nate Greenberg scored as the number one ranked candidate from the pool. The County typically performs a full external recruitment for vacant positions. This position was recruited through an internal only process as is the County's purview.

Discussion

Nate Greenberg is recommended for Information Technology Manager and as Mono County's Digital 395 Project Manager. It is expected that the Digital 395 duties will diminish as the project is completed.

Fiscal Impact

The Information Technology Manager position costs a total of \$154,440.14 for 11 months of 2013-2014 which is fully budgeted. The components include: \$101,420.00 in salary; PERS - \$19, 180.33 and benefits costs of \$33, 839.60.



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RESOLUTION NO. R13-

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Nate Greenberg, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Greenberg. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

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

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF NATE GREENBERG

This Agreement is entered into this 6th day of August, 2013, by and between Nate Greenberg and the County of Mono.

I. RECITALS

The County currently employs Mr. Greenberg as its GIS Coordinator and Digital 395 Project Manager on a full-time basis pursuant to a contract dated April 10, 2012. The County now wishes to employ Mr. Greenberg as its Information Technology (IT) Director and Digital 395 Coordinator on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Greenberg wishes to accept such continued employment with the County on said terms and conditions. As stated in his prior contract, the parties still envision that the role of Digital 395 Project Manager may be temporary in nature and Mr. Greenberg continues to understand that, if and when the County determines (in its sole discretion) that it no longer needs Mr. Greenberg to serve as Digital 395 Project Manager, then his employment will continue as solely the IT Director under the terms and conditions of this Agreement.

The Digital 395 project is a multi-year effort that will bring high speed broadband capabilities to the Eastern Sierra between Ridgecrest and Carson City. The project entails the installation of a high capacity fiber optic backbone, as well as 'last-mile' installations to key anchor facilities that include Mono County Offices. The Digital 395 Project Manager helps to oversee the County's interest in this project where necessary, and works with service providers to help establish additional 'last mile' connections for the general public. Examples of duties performed by the Digital 395 Project Manager include but are not limited to:

- Representing and upholding the County's best interests during the development and installation of D395;
- Representing the County as part of the Eastern Sierra Connect Regional Broadband Consortium Board of Directors;
- Working with Praxis, California Broadband Cooperative, and other vendors/entities as needed;
- Working with Last Mile/Internet Service Providers to encourage utilization of D395 resources and development of service connections for the general public
- Look at other opportunities with respect to Digital 395, including economic development and public safety; and
- Providing regular updates to the County Board of Supervisors.

II. AGREEMENT

1. The term of this Agreement shall be August 6, 2013, until August 6, 2015, unless

earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Greenberg in writing no later than February 6, 2015, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Greenberg shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Greenberg that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Greenberg as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.

2. Commencing August 6, 2013, Mr. Greenberg shall be employed by Mono County as its IT Director and Digital 395 Project Manager, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Mr. Greenberg accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Mr. Greenberg's employment.
3. Effective August 6, 2013, Mr. Greenberg's initial salary while he serves in the dual capacities of IT Director and Digital 395 Project Manager shall be \$9,145 per month (prorated for the month of August based on the effective date of this change in status). If and when the County notifies Mr. Greenberg that it no longer needs him to serve as Digital 395 Project Manager (but rather to serve solely as the IT Director), then his base salary shall reduce to \$8,200 per month; provided, however, that County shall provide Mr. Greenberg with at least sixty (60) days advance notice of any such salary reduction. During each calendar year commencing with 2014, the Board of Supervisors may increase or decrease Mr. Greenberg's then-current salary in its discretion; provided, however, that the Board shall not decrease his salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease Mr. Greenberg's salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management compensation policies (most recently amended by Board Resolution R10-74), but Mr. Greenberg's salary and compensation shall not be formally governed by such policies and thus, among other things, he shall not be eligible at any time to receive "performance pay" under those policies. Mr. Greenberg understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County.
4. Mr. Greenberg shall earn and accrue vacation and sick leave in accordance with

the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Greenberg understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: Because Mr. Greenberg was already receiving merit leave in his prior employment contract, this Agreement shall not add to or take away from his existing merit leave balance for calendar year 2013.)

5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Greenberg's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Greenberg 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. Greenberg), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R13-46 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Mr. Greenberg 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. Greenberg 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. Greenberg' regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. Greenberg' employment, the County Administrative Officer may terminate Mr. Greenberg's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Greenberg understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his discretion, take during Mr. Greenberg's employment.
9. In the event of such a termination without cause, Mr. Greenberg shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Greenberg shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Greenberg shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Greenberg that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).
10. Notwithstanding the foregoing, Mr. Greenberg shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Greenberg shall also not be entitled to any severance pay in the event that he becomes unable to

perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

11. Mr. Greenberg may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Greenberg shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Greenberg and specifically supersedes the prior agreement between the parties dated April 10, 2012. Consistent with Mr. Greenberg's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Greenberg 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. Greenberg's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Greenberg'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. Greenberg's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Greenberg acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Greenberg further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

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III. EXECUTION:

This Agreement shall be deemed executed as of August 6, 2013.

NATE GREENBERG

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Human Resources
ADDITIONAL DEPARTMENTS	County Administrator		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Van Lente Employment Agreement (Human Resources Director/Risk Manager)		

AGENDA DESCRIPTION:

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

Proposed resolution approving an employment agreement with William (Bill) Van Lente and prescribing the compensation, appointment, and conditions of said employment in the position of Human Resources Director/Risk Manager for Mono County. Under this agreement, Mr. Van Lente would become the County's Human Resources Director/Risk Manager. The start date for Mr. Van Lente would be August 19, 2013.

RECOMMENDED ACTION:

Approve Resolution #R_____, approving an employment agreement with William Van Lente, and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

The Human Resources/Risk Manager position costs a total of \$152,324.93 for 11 months of 2013-2014 which is fully budgeted. The components include: \$99,825.00 in salary; PERS - \$18,876.33 and benefits costs of \$33,623.60.

CONTACT NAME: Jim Leddy

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Human Resource Director Contract Cover Memo](#)

[Van Lente resolution](#)

[Van Lente contract](#)

History

Time	Who	Approval
7/22/2013 10:52 AM	County Administrative Office	Yes
7/29/2013 4:21 PM	County Counsel	Yes
7/25/2013 12:37 PM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

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

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

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

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrative Officer
Date: August 6, 2013

Subject:

Proposed resolution approving an employment agreement with William (Bill) Van Lente and prescribing the compensation, appointment, and conditions of said employment in the position of Human Resources Director/Risk Manager for Mono County. Under this agreement, Mr. Van Lente would become the County's Human Resources Director/Risk Manager. The start date for Mr. Van Lente would be August 19, 2013.

Recommendation

Proposed resolution approving an employment agreement with William (Bill) Van Lente and prescribing the compensation, appointment, and conditions of said employment in the position of Human Resources Director/Risk Manager for Mono County. Under this agreement, Mr. Van Lente would become the County's Human Resources Director/Risk Manager. The start date for Mr. Van Lente would be August 19, 2013.

Background

The Human Resources Director position was previously filled by the prior County Administrator and the Risk Manager was a separately staffed position. Both positions duties were subsequently combined under the County Administrator on an interim basis. In 2013, a full external recruitment was launched for a Human Resources Director/Risk Manager. The combination of these positions reflected policy intent to improve efficiency as well as strengthen the role of the Human Resources Director by adding the safety, training and risk reduction efforts functions assigned to the Risk Manager.

The recruitment began in February 2013. There were 17 applications. These applicants were screened down to 5 for panel interview and were sent a supplemental questionnaire. Four applicants returned the questionnaire and were interviewed by a staff panel including the CAO, County Counsel, the Finance Manager and the CAO of Alpine County on June 28th. The panel's top ranked candidate, Bill Van Lente, met with the Board for final review on July 9th.

Discussion

The Human Resources Director/Risk Manager is a crucial position to ensure that employee issues as well as safety and training programs are effectively and efficiently administrated.

Fiscal Impact

The Human Resources/Risk Manager position costs a total of \$152,324.93 for 11 months of 2013-2014 which is fully budgeted. The components include: \$99,825.00 in salary; PERS - \$18,876.33 and benefits costs of \$33,623.60.



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RESOLUTION NO. R13-

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of William Van Lente, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Van Lente. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

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

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF WILLIAM VAN LENTE

This Agreement is entered into this 6th day of August, 2013, by and between William Van Lente and the County of Mono.

I. RECITALS

The County wishes to employ William Van Lente as its Director of Human Resources/Risk Manager on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Van Lente wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be August 6, 2013, until August 6, 2015, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Van Lente in writing no later than February 6, 2015, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Van Lente shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Van Lente that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Van Lente as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing August 19, 2013, Mr. Van Lente shall be employed by Mono County as its Director of Human Resources/Risk Manager, serving at the will and pleasure of the County Administrator in accordance with the terms and conditions of this Agreement. Mr. Van Lente accepts such employment. The County Administrator shall be deemed the "appointing authority" for all purposes with respect to Mr. Van Lente's employment.
3. Mr. Van Lente's initial salary shall be \$9,000 per month, prorated for the month of August 2013 to reflect his August 19th start date. During each calendar year commencing with 2014, the Board of Supervisors may increase or decrease Mr. Van Lente's then-current salary in its discretion; provided, however, that the Board shall not decrease his salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease Mr. Van Lente's salary, the Board may consider the survey and cost-of-living-adjustment

principles of the County's management compensation policies (most recently amended by Board Resolution R10-74), but Mr. Van Lente's salary and compensation shall not be formally governed by such policies and thus, among other things, he shall not be eligible at any time to receive "performance pay" under those policies. Mr. Van Lente understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the "normal cost" of Mr. Van Lente's retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

4. Mr. Van Lente shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Van Lente understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Due to Mr. Van Lente's start date of August 19, 2013; his merit leave shall be pro-rated to 30 hours for 2013.)
5. The County shall reimburse Mr. Van Lente for reasonable moving expenses up to \$500.00 in relocating to the Mono County area. Mr. Van Lente shall provide the County Administrator with receipts or other proof of actual expenditures made.
6. To the extent deemed appropriate by the County Administrator, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Van Lente's full participation in applicable professional associations, for his continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Van Lente shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Mr. Van Lente's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and

Employees,” amended most recently by Resolution R13-46 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.

8. Mr. Van Lente 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. Van Lente 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. Van Lente’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. Consistent with the “at will” nature of Mr. Van Lente’s employment, the County Administrator may terminate Mr. Van Lente’s employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Van Lente understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrator may, in his discretion, take during Mr. Van Lente’s employment.
10. In the event that such a termination without cause occurs after August 19, 2014, (i.e., after the first twelve months of employment), Mr. Van Lente shall receive as severance pay a lump sum equal to six months’ salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Van Lente shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Van Lente shall receive severance pay equal to six months’ salary

in the event that termination occurs after the County has notified Mr. Van Lente that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).

11. Notwithstanding the foregoing, Mr. Van Lente shall not be entitled to any severance pay in the event that the County Administrator has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Van Lente shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
12. Mr. Van Lente may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Van Lente shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Van Lente.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Van Lente'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. Van Lente's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
15. Mr. Van Lente acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Van Lente further acknowledges that he has participated in the negotiation and

preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of August 6, 2013.

WILLIAM VAN LENTE

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Katusich Letter Regarding Antelope Valley Senior Center		

AGENDA DESCRIPTION:

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

RECOMMENDED ACTION:

Correspondence dated July 25, 2013 from Lynne Katusich to Supervisor Fesko regarding the important benefits of the Antelope Valley Senior Center.

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

[Katusich](#)

History

Time	Who	Approval
7/30/2013 9:38 AM	Clerk of the Board	Yes

From: Lynne Katusich [<mailto:lynnekat@schat.net>]
Sent: Thursday, July 25, 2013 10:59 AM
To: Tim Fesko
Cc: kpeterston@mono.ca.gov; jledddy@mono.ca.gov
Subject: Antelope Valley Senior Center

July 25, 2013

Tim Fesko

Supervisor, District 4

Dear Tim:

I'm writing this letter to reiterate what I told you in our recent conversation regarding the Antelope Valley Senior Center. In my almost 6 years as Board Chairman of the Senior Citizen Workshop (Thrift Store & Recycling Center) formed for the benefit of Valley seniors, I found out what a wonderful asset the Center is to our community. Since almost 60% of the Antelope Valley's registered voters are seniors, the great value of the Senior Center should be very apparent. A large number of the seniors rely on the Center for entertainment, activities, interaction with other community members, and most importantly, meals. For many of them, the delicious meals served are not only healthy for them, but the primary or only meal of their day. The Center provides so much for these members of our community, and it would be terrible for those in charge of the program to diminish its benefits to the community. The Center is able to provide great events like monthly birthday parties, crafts classes, movies, etc., which don't cost the County any appreciable amount. Many of the items used in these events are donated by not only the Walker Thrift Store, but other outlets.

As our Valley's Supervisor, please don't let this important and valuable part of our community be diminished! Thank you for your support and hopefully, the County's.

Sincerely,

Lynne Katusich



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	CHP Letter of Appreciation to Public Works		

AGENDA DESCRIPTION:

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

Correspondence dated July 10, 2013 from Lt. Commander R.D. Cohan of the California Highway Patrol, commending the Public Works Department and various employees for their outstanding work done in reference to the Bridgeport 4th of July parade.

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

[CHP.ltr](#)

History

Time	Who	Approval
7/25/2013 2:36 PM	Clerk of the Board	Yes

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Bridgeport Area
125 Main Street
P.O. Box 158
Bridgeport, CA 93517-0158
(760) 932-7995
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



July 10, 2013

File No.: 820.12669 Independence Day Parade

Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

Dear Supervisors:

This letter is to recognize the outstanding work done by the staff at Mono County Public Works-Roads relative to the Bridgeport 4th of July parade. On July 1, 2013, it became apparent that if the parade was going to occur, the traffic detour responsibility would rest with Mono County Public Works-Roads. Late in the morning on July 1st I met with Michael "Brett" McCurry, Public Works/Operations Supervisor from Mono County Public Works-Roads. Mr. McCurry and I discussed the requirements of the state Department of Transportation's encroachment permit, event safety, effective vehicular traffic management, detours and the personnel that would be necessary.

Later that same day I met again with Mr. McCurry and Mr. Bob McCollough. The staff at Mono County Public Works had already prepared a multi-page draft traffic management document that included detailed diagrams. The three of us made some minor adjustments to the plan. Mr. Walter Lehmann had created the schematic diagrams for the traffic management plan and created the necessary detour signs which had to meet traffic engineering standards. Ms. Megg Hawkins laminated the signs in order to make them readable in the event of a thunder shower.

An hour before the parade on July 4th, Mr. McCollough and I drove both the northbound and southbound detour routes to assure compliance with our plan. I then had a California Highway Patrol (CHP) officer drive the same routes in a patrol car equipped with a camera in order to record the detour routes (if necessary for later use). Five uniformed CHP personnel and two Mono County Sheriff's Department personnel directed traffic for approximately 90 minutes, providing a safe area for parade participants and keeping vehicular traffic moving around the parade route. To my knowledge the only incident during the parade was a citation issued to the driver of vehicle that parked in front of fire hydrant, blocking one of the detour routes.



Mono County Board of Supervisors
July 10, 2013
Page 2 of 2

I wanted to express my appreciation to Mr. McCurry, Mr. McCollough, Mr. Lehmann, Ms. Hawkins, and everyone at Mono County Public Works-Roads that assisted. This was my first opportunity to personally work face-to-face with anyone from Mono County Public Works and I was impressed by how smoothly and quickly everything was done. During my 25 years with the CHP I have many times been involved with event planning with personnel from local public works agencies, I would say this was the easiest and most efficient event planning I have ever experienced.

I wanted the Board of Supervisors to be aware of the skill, professionalism and dedication of the Mono County Public Works-Roads staff that were responsible for making sure Bridgeport's 151st 4th of July event went on safely.

Sincerely,

A handwritten signature in blue ink, appearing to read "R.D. COHAN", with a stylized flourish extending to the right.

R. D. COHAN, Lieutenant
Commander

cc. R. Obenberger, Sheriff, Mono County Sheriff's Department
Jeff Walter, Acting Director, Mono County Public Works-Road
Ms. Linda Pemberton, Chairperson, Bridgeport "4th of July Committee"



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Bridgeport RPAC Passed Resolutions		

AGENDA DESCRIPTION:

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

On July 18, 2013, the Bridgeport RPAC passed two resolutions. One supporting the new Bridgeport Main Street Design and continued revitalization efforts and the second requesting continued participation of Douglas E. Power, Marine Corps Mountain Warfare Training Center Community Planning and Liaison Officer. These are copies of these resolutions for your information.

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

- [BP RPAC Bport Streets](#)
- [BP RPAC Marines](#)

History

Time	Who	Approval
7/23/2013 4:05 PM	Clerk of the Board	Yes

BRIDGEPORT VALLEY
Regional Planning Advisory Committee

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

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

**RESOLUTION SUPPORTING THE NEW BRIDGEPORT
MAIN STREET DESIGN AND CONTINUED REVITALIZATION EFFORTS**

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

WHEREAS, the revitalization of Main Street/US 395 is central to improving the health of the local economy and sense of community, and;

WHEREAS, participation in the Main Street Design Fair held in August 2012 was extraordinarily high with 78 residents attending the closing workshop and an unprecedented number of business owners participating in a workshop or focus group, and;

WHEREAS, strong consensus was identified at the closing workshop for reducing the number of vehicle lanes to two with a colorized center turn lane, and clear support for bike lanes and back-in angled parking was established, and;

WHEREAS, an opportunity to re-design Main Street at no additional cost was available through a Caltrans pavement maintenance project in progress, and;

WHEREAS, achieving the single highest priority of reducing the number of vehicle lanes could not have occurred without the use of back-in angled parking, which also increases the number of parking spaces available for travelers to stop and shop at local businesses, and;

WHEREAS, the RPAC perceives the design change has reduced vehicle speeds and increased the comfort of walking on and crossing Main Street, and;

WHEREAS, the ability to affect change appears to have generated momentum in the form of business façade improvements, consideration of a potential multi-agency office and visitor center, and a long list of ideas under discussion by the RPAC to improve the existing design and continue to promote Main Street's economic vitality.

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport Valley Regional Planning Advisory Committee finds the implementation of a new street design on Main Street/US 395 just eight short weeks after the Design Fair to be highly commendable; recognizes the community, Caltrans District 9, Mono County and design team for extraordinary efforts; and supports the design and continued revitalization efforts.

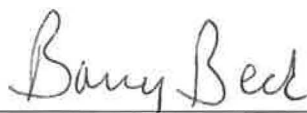
PASSED AND ADOPTED THIS 18th DAY OF JULY, 2013, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:



Barry Beck, Chairman, Bridgeport Valley RPAC

BRIDGEPORT VALLEY
Regional Planning Advisory Committee

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

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

**RESOLUTION REQUESTING THE CONTINUED PARTICIPATION OF
DOUGLAS E. POWER, MARINE CORPS MOUNTAIN WARFARE TRAINING
CENTER COMMUNITY PLANNING AND LIASION OFFICER**

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

WHEREAS, collaborative relationships and personal connections with other agencies, such as the US Marine Corps Mountain Warfare Training Center (MCMWTC), are very valuable in meeting the RPAC's advisory purpose, and;

WHEREAS, the MCMWTC participates in community events and contributes to the proud culture and character of Bridgeport, and;

WHEREAS, Doug Power's participation and contributions as the community liaison for the MCMWTC is highly valued, and;

WHEREAS, Mr. Power holds the RPAC to the highest standards of discussion, as well as assisting in keeping the meeting on schedule, providing both humor and discipline, and;

WHEREAS, Mr. Power could modify his schedule to meet sequestration requirements and continue to attend RPAC meetings.

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport Valley Regional Planning Advisory Committee requests Doug Power be allowed to continue attending Bridgeport RPAC meetings once a month to support the positive relationship between the MCMWTC and the local community.

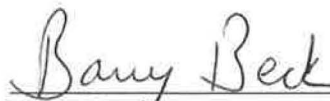
PASSED AND ADOPTED THIS 18th DAY OF JULY, 2013, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:



Barry Beck, Chairman, Bridgeport Valley RPAC



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Inyo Board Of Supervisors Letter Regarding Yellow-Legged Frog		

AGENDA DESCRIPTION:

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

Correspondence dated July 15, 2013 from the Inyo Board of Supervisors to interested parties regarding proposed listing and designation of critical habitat for the Sierra Nevada Yellow-Legged Frog, and northern distinct population segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad.

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

[Inyo Frog](#)

History

Time	Who	Approval
7/19/2013 3:42 PM	Clerk of the Board	Yes



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
LINDA ARCULARIUS
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

July 15, 2013

Jan Knight, Acting Field Supervisor
United States Department of the Interior
Fish and Wildlife Service
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846

Randy Moore, Regional Forester
Pacific Southwest Region, U.S. Forest Service
1323 Club Drive
Vallejo, CA 94592

Charlton H. Bonham, Director
State of California, Department of Fish and Wildlife
1416 Ninth Street, 12th Floor
Sacramento, CA 95814

SUBJECT: Meeting Regarding Proposed Listing and Designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad

Dear Ms. Knight, Mr. Moore, and Mr. Bonham:

On behalf of the Inyo County Board of Supervisors, we wish to thank you and your staffs for all the hard work you have undertaken to protect the above species. Our Board has followed with interest some of your agencies' efforts to protect these species over the past decade, and has generally supported your integrated approach towards this complex task. However, we are concerned that the designation of critical habitat may severely limit each agency's discretion in protecting these species and that the designation of several large watersheds in the County as essential habitat may decimate important portions of our agriculture and tourist-based economy. Many of our citizens and our tourists value our mountains for the solace and recreation they provide, whether it be for fishing, hiking, packing, boating, off-road vehicle use, backcountry camping, or other pursuits. Additionally, our agriculture industry depends on portions of the proposed habitat for its livelihood. Altogether, the proposed designation has the potential to severely impact our citizens, our visitors, and our economy.

This Board seeks to understand the management efforts that have been performed to date, the results that have been achieved, and how the critical habitat designation might affect the management activities of the United States Forest Service and the California Department of Fish and Wildlife. We are hopeful that an approach can be adopted that protects the historic culture and economy of the County in harmony with the protection of these species.

Jan Knight, Acting Field Supervisor
Randy Moore, Regional Forester
Charlton H. Bonham, Director
July 15, 2013
Page TWO

Toward this end, we invite you and your staffs to join us to discuss relevant issues and help all parties involved better understand the complex regulatory processes and various statutory responsibilities between your agencies regarding these amphibians. We suggest that we all convene during a special evening meeting of our Board of Supervisors to facilitate this dialogue. Meeting in the evening will help promote broad regional participation and provide that the greatest number of our constituents, who have raised so many unanswered questions on this issue, the opportunity to attend, listen, and learn. This interchange is vitally important to us, and we offer to work with you and your staffs to make any necessary arrangements and assist in meeting logistics.

Thank you. Please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us at your earliest convenience to arrange for scheduling, or if you have any questions or would like to discuss further.

Sincerely,



Supervisor Linda Arcularius, Chairperson
Inyo County Board of Supervisors

cc: Board of Supervisors
County Administrative Officer
County Counsel
Planning Director
Doug Wilson, Willdan
Rural County Representatives of California
California State Association of Counties
Fresno County
Tulare County
Mono County
National Association of Counties
Secretary Jewell, U.S. Department of Interior
Dan Ashe, U.S. Fish and Wildlife Service
Robert Moler, U.S. Fish and Wildlife Service
Stephanie Weagley, U.S. Fish and Wildlife Service
Ed Armenta, Inyo National Forest
State and Federal Representatives



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	June Lake Winter Activities		

AGENDA DESCRIPTION:

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

Announcement about the 2014 June Lake Winter Festival.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Lynda Roberts
PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
 [Festival Announcement](#)

History

Time	Who	Approval
7/16/2013 10:00 AM	County Administrative Office	Yes
7/16/2013 10:00 AM	County Counsel	Yes
7/16/2013 10:00 AM	Finance	Yes

*You are warmly
invited to
some cool events!*

**SAVE
THE
DATE!**

June Lake
WINTER FESTIVAL
and
TRIPLE THREAT WINTER TRIATHLON
Friday & Saturday
JAN 24-25, 2014

WELCOME PARTY

Friday, January 24
Sierra Inn

*Pick up race packets / last-minute sign-ups
for the Triple Threat Winter Triathlon.
Pizza & salad \$10. Kids \$7.*

**TRIPLE THREAT
LASER
SHOOTING CLINIC**

Friday, January 24
June Lake Junction
For registered participants.

**TRIPLE THREAT
WINTER TRIATHLON**

Saturday, January 25
*Cross-country skiing, snowshoeing
and laser rifle shooting. Fun for all!*
Register at www.Active.com

FAMILY FUN ZONE

Friday, January 24 **FREE!**
Saturday, January 25
*Snow Games, Family Obstacle Course,
Mini Sledding Hill for Tots,
Snowman Camp, music... and more!*

**JUNE LAKE VILLAGE
SNOW STROLL**

Saturday, January 25 **FREE!**
Main Street
*Judge the Snow Sculpture Competition.
Free giveaways, treats, and surprises.*

**PARTIES AND
LIVE MUSIC** **FREE!**

Saturday, January 25
at Double Eagle Resort and Spa.

**Save
the
Date!**

**JUNE LAKE
SNOWMOBILE
RALLY**

February 28 – March 1
*Snowmobile Poker Run,
guided snowmobile tours,
live music, and family
fun activities!*

June Lake
A deeper mountain experience

ADDITIONAL INFO:

VisitJune.com



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Hutton Correspondence		

AGENDA DESCRIPTION:

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

Letter from Wayne Hutton of Hammil Valley, regarding the 7/15/13 budget workshop held in Chalfant Valley and comments relating to this workshop.

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

[Hutton Ltr](#)

History

Time	Who	Approval
7/16/2013 9:58 AM	Clerk of the Board	Yes

Some thoughts to Mono County Board of Supervisors
7-15-13 Workshop, Chalfant Valley

If the Board of Supervisors vote in a new law, permit, license or anything which puts a burden on the tax payers' backs, an old law shall be repealed.

Any law considered by Supervisors using tax payers moneys shall be voted on by the Mono County residents.

Now you folks must figure the best way to continue.

Sincerely,
Wayne Hutton
Hammil Valley, CA

RECEIVED

JUL 16 2013

OFFICE OF THE CLERK



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	O'Sullivan Letter Regarding Mono County Government		

AGENDA DESCRIPTION:

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

Correspondence dated July 14, 2013 commending Mono County about the new CAO, Jim Leddy and the new CFO, Leslie Chapman. Also included in this letter is a desire to have more Board meetings (than one) in Mammoth each month.

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

[O'Sullivan Ltr](#)

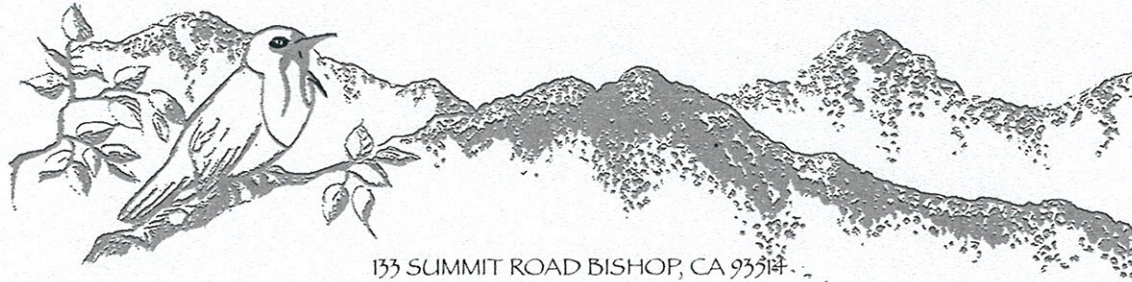
History

Time

Who

Approval

7/16/2013 10:00 AM	County Administrative Office	Yes
7/16/2013 10:00 AM	County Counsel	Yes
7/16/2013 10:01 AM	Finance	Yes



July 14, 2013

Mr. Larry Johnston, District #1 Supervisor
Mr. Fred Stump, District #2 Supervisor
Mr. Tim Alpers, District #3 Supervisor
Mr. Tim Fesko, District #4 Supervisor
Mr. Byng Hunt, District #5 Supervisor
Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

RECEIVED

JUL 15 2013

OFFICE OF THE CLERK

Honorable Supervisors:

We want to thank you for your excellent and thoughtful choices for the CAO and the CFO positions. We had the opportunity and pleasure of meeting Mr. Leddy and Ms. Chapman at the Mono County Budget Workshop in Crowley Lake and were extremely impressed by their knowledge, experience, and grasp of Mono County issues. They are welcome and valuable additions to Mono County government.

We also want to thank you for planning and implementing the idea of County Budget Workshops. This method of interactive outreach allows County government to inform residents of important and critical issues facing us. We very much appreciate this proactive and informative approach to government. Two of the most critical issues currently facing us are funding the CARB clean diesel requirement and funding/mitigating solid waste disposal. It is imperative that we start budgeting for these two mandates; therefore, we ask the Board of Supervisors to make funding them top priorities.

We also want to request that the Board of Supervisors consider voting to hold two of the three regularly scheduled BOS meetings in Mammoth Lakes. We understand that this is an issue the Board votes on yearly and will reoccur in January 2014. We recognize and understand that this is a very sensitive issue for Bridgeport residents. Yet this arrangement does not serve the best interests of all Mono County residents because the majority of the population resides in the southern portion of the County. It is unreasonable and financially punitive to expect south County residents to drive anywhere from 110 to 160 miles round trip to attend the Bridgeport meetings when a closer option is available. We respectfully request that the Board make County government most easily accessible to all Mono residents.

Thank you for your attention and all your hard work on behalf of Mono County,

Mike and Liz O'Sullivan



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS	Public Works		
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Jim Leddy
SUBJECT	Presentation of Recognition Plaques from Bridgeport Fourth of July Committee		

AGENDA DESCRIPTION:

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

Presentation of 2 recognition plaques received from the Bridgeport Fourth of July Committee for the Public Works Department and the Mono County Board of Supervisors in appreciation of their support and efforts during the 151st Annual Fourth of July Celebration.

RECOMMENDED ACTION:

None.

FISCAL IMPACT:

None.

CONTACT NAME: Stacie Klemm

PHONE/EMAIL: 760-932-5408 / sklemm@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](#)

No Attachments Available

[History](#)

Time	Who	Approval
7/25/2013 1:18 PM	County Administrative Office	Yes
7/29/2013 5:11 PM	County Counsel	Yes
7/25/2013 6:25 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes	PERSONS APPEARING BEFORE THE BOARD	Joy Giffin, NFWF
SUBJECT	NFWF Presentation - Walker River Water Acquisition Program		

AGENDA DESCRIPTION:

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

Presentation and update by representatives of the National Fish and Wildlife Foundation regarding the Walker River Water Acquisition Program.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 / ssimon@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
7/30/2013 5:21 PM	County Administrative Office	Yes
7/29/2013 4:58 PM	County Counsel	Yes
7/30/2013 1:34 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsel
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: August 6, 2013

Re: NFWF Presentation – Walker River Water Acquisition Program

Description

Presentation and update by representatives of the National Fish and Wildlife Foundation regarding the Walker River Water Acquisition Program. Provide any desired direction to staff.

Fiscal Impact

None

Discussion

As the Board is aware, in 2009 Congress authorized the National Fish and Wildlife Foundation (NFWF) to carry out a water acquisition program within the Walker River Basin for the primary purpose of restoring and maintaining Walker Lake. Significant federal funds were appropriated for this purpose.

In 2012, your Board entered into an MOU with NFWF providing for Mono County's input into any acquisitions, whether through lease or purchase, within the County. A copy of the 2012 MOU is included with this staff report.

Representatives of NFWF would like to update the Board on NFWF's activities within the entire Walker River Basin since the MOU was executed and introduce themselves to any Board members whom they have not yet met. Accordingly, they have requested that this item be placed on your agenda.

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NATIONAL FISH AND WILDLIFE FOUNDATION
AND THE COUNTY OF MONO
REGARDING THE IMPLEMENTATION OF A WATER LEASING PROGRAM AND/OR WATER PURCHASE
PROGRAM WITHIN THE CALIFORNIA PORTIONS OF THE WALKER RIVER BASIN
INCLUDING CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE**

WHEREAS, Section 2507 of the Farm Security and Rural Investment Act of 2002 (P.L. 107-171) appropriated \$200 million to the U.S. Bureau of Reclamation for the purpose of providing water to at-risk natural desert terminal lakes, including Walker Lake in Nevada, and Section 2807 of the Food, Conservation, and Energy Act of 2008 (P.L. 110-246) appropriated an additional \$175 million for that same purpose (the "Desert Terminal Lakes Fund" or "DTL Fund"); and

WHEREAS, Congress allocated \$70 million of the Desert Terminal Lakes Fund to the University of Nevada to (among other things) acquire, from willing sellers, land, water appurtenant to the land, and related interests in the Walker River Basin, Nevada (the "Water Acquisition Program") (P.L. 109-103); and

WHEREAS, in 2009, Congress substituted the National Fish and Wildlife Foundation (NFWF) for the University of Nevada as the entity authorized to carry out the Water Acquisition Program and, separately, established the Walker Basin Restoration Program (P.L. 111-85) for the primary purpose of restoring and maintaining Walker Lake, and together with the U.S. Bureau of Reclamation has allocated additional funds from the Desert Terminal Lakes Fund for that purpose; and

WHEREAS, as part of the Walker Basin Restoration Program, Congress allocated \$25 million from the DTL Fund to the Walker River Irrigation District (District), to administer and manage a 3-year water leasing demonstration program in the Walker River Basin, to be carried out by the District in accordance with an agreement between it and NFWF (the "Water Leasing Demonstration Program"), which may include the participation of willing lessors in Mono County, whose lands lie outside the jurisdiction of the District; and

WHEREAS, the Consolidated Appropriations Act for 2012 (P.L. 112-74, Division B, Section 208) amended prior DTL authorities to make clear that funds derived from the Desert Terminal Lakes Fund may be used to lease or purchase water from willing sellers "for the benefit at-risk natural desert terminal lakes and associated riparian and watershed resources" throughout the affected geography, and thus potentially allows NFWF to use Water Acquisition Program funds to purchase and/or lease water from willing sellers in the California portions of the Walker River Basin. (The Water Leasing Demonstration Program and the Water Acquisition Program, as applicable to the lease or purchase of land, water appurtenant to the land, or related interests within the California portions of the Walker River Basin, are collectively referred to in this agreement as the "California Programs."); and

WHEREAS, the Mono County Resource Conservation District (RCD) is interested in facilitating the development of environmental and/or other information related to the California Programs for the purposes of aiding in their design and implementation, contributing to informed decision making, and furthering compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, NFWF believes that local input into the development of the California Programs and, ultimately, review and approval of those Programs by a locally-elected decision making body such as the Mono County Board of Supervisors prior to their implementation will increase the likelihood that the California Programs are appropriately and beneficially carried out and, as a result, ultimately successful in achieving the goals of the Water Leasing Demonstration Program and/or the Water Acquisition Program. Accordingly, NFWF desires to provide for such input and approval in accordance with the terms and conditions set forth in this MOU; and

WHEREAS, the Mono County Board of Supervisors desires and is willing to review (including environmental review as required by the California Environmental Quality Act), comment upon, and consider for approval proposal(s) for implementation of a short-term water leasing demonstration program, or such other proposals for implementation of the California Programs as may be presented to it by the District, the RCD or other parties working in conjunction with the District and/or NFWF in order to fulfill the purposes and objectives of the Walker Basin Restoration Program as they may pertain to willing participants in California, in accordance with the terms and conditions set forth in this MOU;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, NFWF AND THE COUNTY OF MONO DO HEREBY AGREE AS FOLLOWS:

1. NFWF will work with the RCD or other parties to develop one or more grant agreements to support development of the California Programs and will not expend, nor authorize the expenditure of, funds appropriated to the Desert Terminal Lakes Fund for the lease or purchase of land, water appurtenant to the land, or related interests within Mono County unless and until the Mono County Board of Supervisors has reviewed, commented upon, and concurred with the scope and nature of the California Programs and complied with its obligations under CEQA.
2. The Mono County Board of Supervisors will review, comment upon, and consider approving a proposal presented to it by the RCD (or other parties working in conjunction with NFWF) for implementation of a short-term Water Leasing Demonstration Program within Mono County, as well as such other proposal(s) for implementation of the California Programs which may be presented to it, subject to the conditions stated in paragraphs 3 and 4 below, and will work in good faith to support their timely consideration. The Board's approval shall not be unreasonably withheld.
3. The costs of processing, environmental review, and related expenses associated with consideration of the proposal(s) by the Board of Supervisors shall be paid by the

applicant/proponent in accordance with the County's standard environmental processing procedures, unless otherwise agreed to in writing by the County.

4. As required by CEQA, the Board of Supervisors shall retain discretion to conditionally approve, approve, disapprove, or modify any proposal presented to it pursuant to this agreement for implementation of the California Programs.
5. This MOU shall remain in effect for the duration of NFWF's Program grant agreement with the Bureau of Reclamation, including any renewal thereof or subsequent grant agreement involving substantially the same programs or activities, unless it is terminated sooner by the mutual written consent of the parties; may be amended from time to time by the mutual written consent of the parties; and shall be enforced only by action seeking specific performance and/or injunctive relief.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 13th DAY OF March, 2012.

NATIONAL FISH AND WILDLIFE FOUNDATION

Jeff Trandahl
Jeff Trandahl, Executive Director

2/28/2012
Date

COUNTY OF MONO

William M. Bann
Chair, Board of Supervisors

3-13-12
Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes	PERSONS APPEARING BEFORE THE BOARD	RCD Member
SUBJECT	Presentation by Mono County Resources Conservation District		

AGENDA DESCRIPTION:

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

Presentation by Mono County Resources Conservation District (RCD) regarding its activities related to the Walker River Water Leasing Program within Mono County.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

LUNCH

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

CONTACT NAME: Bruce Woodworth (or Stacey Simon)

PHONE/EMAIL: 530-402-6422 (or Stacey Simon at 924-1704) / monocountyrcd@gmail.com

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Staff Report](#)

History

Time	Who	Approval
7/30/2013 5:30 PM	County Administrative Office	Yes
7/29/2013 5:23 PM	County Counsel	Yes
7/30/2013 2:47 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsel
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: August 6, 2013

Re: Presentation by Mono County Resources Conservation District

Description

Presentation by the Mono County Resources Conservation District (RCD) regarding its activities related to the Walker River Water Acquisition Program within Mono County. Provide any desired direction to staff.

Fiscal Impact

None

Discussion

As noted in the staff report for the prior agenda item, in 2012 Mono County entered into an MOU with the National Fish and Wildlife Foundation (NFWF) providing for County input into water acquisitions within the Mono County portions of the Walker River Basin.

In addition to the above, the 2012 MOU envisioned that the Mono County Resources Conservation District (Mono RCD) would work with NFWF to identify a means of implementing an acquisition program within Mono County which would provide the greatest benefit and least impact to the County's environment and economy. The MOU further anticipated that the Mono RCD might thereafter present a proposed program for your Board's review and approval.

Since the MOU was executed, the Mono RCD has obtained funding, issued an RFQ for consultants, and identified and retained a qualified consultant to gather information and perform the analyses described above. The purpose of this item is for the RCD to update the Board in detail on these activities.

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	Community Development, Mammoth Lakes Housing		
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Mary Booher
SUBJECT	Public Hearing to Close Community Development Block Grant		

AGENDA DESCRIPTION:

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

Public hearing to review and receive public comment on the final Grant Performance Report for Community Development Block Grant #10-STBG-6730.

RECOMMENDED ACTION:

Conduct public hearing. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Mary Booher

PHONE/EMAIL: 760-932-5583 / mbooher@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

- [Community Development Block Grant Public Hearing Staff Report](#)
- [Community Development Block grant Public Hearing Notice](#)
- [Community Development Block Grant Performance Report](#)

History

Time	Who	Approval
7/30/2013 5:20 PM	County Administrative Office	Yes
7/30/2013 6:18 PM	County Counsel	Yes
7/30/2013 3:07 PM	Finance	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760- 924-1800 phone, 924-1801 fax
monocounty.ca.gov

PO Box 8
Bridgeport, CA 93517
760- 932-5420 phone, 932-5431 fax

August 6, 2013

TO: Mono County Board of Supervisors

FROM: Mary Booher, Administrative Services Manager

SUBJECT: **Receive and Review the final Grant Performance Report for Community Development Block Grant # 10-STBG-6730**

Recommended Action:

Conduct a Public Hearing to review and receive public comment on the final Grant Performance Report for Community Development Block Grant #10-STBG-6730.

Discussion:

In 2010 Mono County applied for a Community Development Block Grant from the General Allocation (now known as the Community Development Allocation). The application included \$360,000 for first-time homebuyer program and a \$40,000 set-aside for ADA improvements at June Lake Community Center. The grant was awarded and the contract was signed in early 2011. Mono County facilities staff completed the ADA upgrades in June Lake in 2011. Mammoth Lakes Housing managed the first-time homebuyer program, as well as the grant administration, via a sub-recipient agreement.

The grant expired on June 30, 2013, and attached is the final Grant Performance Report for review and public input, as required by the CDBG program.

In addition, staff from the State of California Housing and Community Development is required to monitor performance of CDBG grant recipients. We have received notice to schedule our monitoring visit for this grant, and State staff is here today for this visit. The purpose of this visit is to ensure Mono County is in compliance with a variety of program requirements, such as:

- Financial reporting requirements/financial audit
- Review annual monitoring visits for sub-recipient (Mammoth Lakes Housing)
- Review of loan files for first time home buyer program applicants
- Review of ADA project for compliance with
 - Procurement requirements
 - Labor Standards reporting
 - Scope of project matches grant application/purpose
- Review of general program requirements

- EEO/Fair housing
- Public Input process
- Drug free workplace
- Conflict of interest

Cooperation with the monitoring visit, and appropriate responses if issues are identified help maintain Mono County's eligibility for future CDBG grants.

Fiscal Impact:

None at this time.

If there are any questions regarding this item, please contact Mary Booher at 932-5583 or at mbooher@mono.ca.gov.

Thank you,

Submitted by: Mary Booher, Administrative Services Manager, July 22, 2013

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County of Mono will conduct a public hearing on August 6, 2013 at 1:00 pm Board Chambers, Courthouse, Main Street, Bridgeport, California, to review and report on the activities of the 2010 General Allocation of the State Community Development Block Grant (CDBG) program, and to provide an opportunity for interested parties to comment and review the Final Grantee Performance Report on the **closeout** of the grant.

If you would like additional information, or if you are unable to attend the public hearing and would like to submit comments, please contact Mary Booher, Administrative Services Manager, P.O. Box 457, Bridgeport, CA 93517, 760-932-5583, or by email at mbooher@Mono.ca.gov.

If you plan on attending the public hearing and need special accommodation or language assistance, please the County Clerk's at 760-932-5534, at least 24 hours ahead of the hearing to arrange for such accommodation. The County of Mono promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Grantee Performance Report

Standard Agreement #

Please Check One

Report Period (FY)

2012-
2013

10-STBG-6730

Annual GPR Final GPR

Jurisdiction Name:

County of Mono

Name of Contact:

Mary Booher

Address of Contact:

P.O. Box 1696

Bridgeport, Ca 93517

Telephone Number:

760-932-5583

E-Mail Address: mbooher@mono.ca.g

SUMMARY OF ACTIVITIES

Complete the information above indicating the fiscal year and the Standard Agreement number. Indicate if this report represents an "Annual GPR" (Grantee Performance Report) or if this represents a "Final GPR" for which you are closing and finished the activity. Select from the following activities based on the matrix codes in your Standard Agreement. Check the box next to the activity and use the button to the right to be directed to the page to use in completing this report for each activity. If you have any questions regarding the correct matrix code, contact your CDBG Representative. If the activity has the option of two pages, the second page under the column heading "In Support of Housing" represents those activities with a National Objective Code of Low and Moderate Housing (LMH). For non-housing activities, use the button to the left.

In Support
of Housing
(LMH)


- | | | | |
|--|-------------------------------------|--------|---------------------------------|
| (01) Acquisition of Real Property | <input type="checkbox"/> | Page 1 | |
| (02) Disposition | <input type="checkbox"/> | Page 1 | |
| (03) Public Facilities & Improvements* | <input type="checkbox"/> | Page 6 | <input type="checkbox"/> Page 3 |
| (03A) Senior Centers | <input type="checkbox"/> | Page 6 | |
| (03B) Handicapped Centers | <input type="checkbox"/> | Page 6 | |
| (03C) Homeless Facilities | <input type="checkbox"/> | Page 6 | |
| (03D) Youth Centers | <input type="checkbox"/> | Page 6 | |
| (03E) Neighborhood Facilities | <input checked="" type="checkbox"/> | Page 6 | |
| (03F) Parks, Recreation Facilities | <input type="checkbox"/> | Page 6 | |
| (03G) Parking Facilities | <input type="checkbox"/> | Page 6 | |
| (03H) Solid Waste Disposal Imp.* | <input type="checkbox"/> | Page 6 | <input type="checkbox"/> Page 3 |
| (03I) Flood Drainage Improvement* | <input type="checkbox"/> | Page 6 | <input type="checkbox"/> Page 3 |
| (03J) Water/Sewer Improvements* | <input type="checkbox"/> | Page 6 | <input type="checkbox"/> Page 3 |
| (03K) Street Improvements* | <input type="checkbox"/> | Page 6 | <input type="checkbox"/> Page 3 |
| (03L) Sidewalk Improvements* | <input type="checkbox"/> | Page 6 | <input type="checkbox"/> Page 3 |
| (03M) Child Care Centers | <input type="checkbox"/> | Page 6 | |
| (03N) Tree Planting | <input type="checkbox"/> | Page 6 | <input type="checkbox"/> Page 3 |
| (03O) Fire Station/Equipment | <input type="checkbox"/> | Page 6 | |
| (03P) Health Facilities | <input type="checkbox"/> | Page 6 | |
| (03Q) Abused and Neglected Children Facilities | <input type="checkbox"/> | Page 6 | |
| (03R) Asbestos Removal | <input type="checkbox"/> | Page 6 | |
| (03S) Facilities for Aids Patients | <input type="checkbox"/> | Page 6 | |
| (03T) Operating Costs of Homeless/Aids | <input type="checkbox"/> | Page 6 | |
| (04) Clearance and Demolition | <input type="checkbox"/> | Page 1 | |
| (04A) Cleanup of Contaminated Sites | <input type="checkbox"/> | Page 1 | |
| (05) Public Services - General | <input type="checkbox"/> | Page 7 | |
| (05A) Senior Services | <input type="checkbox"/> | Page 7 | |
| (05B) Handicapped Services | <input type="checkbox"/> | Page 7 | |
| (05C) Legal Services | <input type="checkbox"/> | Page 7 | |
| (05D) Youth Services | <input type="checkbox"/> | Page 7 | |

- | | | | |
|---|-------------------------------------|--------|---------------------------------|
| (05E) Transportation Services | <input type="checkbox"/> | Page 7 | |
| (05F) Substance Abuse Services | <input type="checkbox"/> | Page 7 | |
| (05G) Battered and Abused Spouses | <input type="checkbox"/> | Page 7 | |
| (05H) Employment Training | <input type="checkbox"/> | Page 7 | |
| (05I) Crime Awareness | <input type="checkbox"/> | Page 7 | |
| (05J) Fair Housing Activities | <input type="checkbox"/> | Page 7 | |
| (05K) Tenant/Landlord Counseling | <input type="checkbox"/> | Page 7 | |
| (05L) Child Care Services | <input type="checkbox"/> | Page 7 | |
| (05M) Health Services | <input type="checkbox"/> | Page 7 | |
| (05N) Abused & Neglected Children | <input type="checkbox"/> | Page 7 | |
| (05O) Mental Health Services | <input type="checkbox"/> | Page 7 | |
| (05P) Screening Lead Paint & Hazards | <input type="checkbox"/> | Page 7 | |
| (05Q) Subsistence Payments | <input type="checkbox"/> | Page 7 | |
| (05R) Homeownership Assistance - not direct | <input type="checkbox"/> | Page 2 | |
| (05S) Rental Housing Subsidies | <input type="checkbox"/> | Page 5 | |
| (05T) Security Deposits | <input type="checkbox"/> | Page 5 | |
| (05U) Housing Counseling | <input type="checkbox"/> | Page 7 | |
| (06) Interim Assistance | <input type="checkbox"/> | Page 7 | |
| (08) Relocation* | <input type="checkbox"/> | Page 7 | <input type="checkbox"/> Page 5 |
| (09) Loss of Rental Income* | <input type="checkbox"/> | Page 7 | <input type="checkbox"/> Page 5 |
| (11) Privately Owned Utilities* | <input type="checkbox"/> | Page 6 | <input type="checkbox"/> Page 3 |
| (12) Construction Housing | <input type="checkbox"/> | Page 1 | |
| (13) Direct Homeownership Assistance | <input checked="" type="checkbox"/> | Page 2 | |
| (14A) Rehabilitation - Single Unit Residential | <input type="checkbox"/> | Page 4 | |
| (14B) Rehabilitation - Multi - Unit Residential | <input type="checkbox"/> | Page 4 | |
| (14C) Public Housing Modernization | <input type="checkbox"/> | Page 4 | |
| (14D) Rehabilitation - Publicly-Owner Residential Buildings | <input type="checkbox"/> | Page 4 | |
| (14E) Rehabilitation Publicly/Private Commercial Industry | <input type="checkbox"/> | Page 8 | |
| (14F) Energy Efficiency Improvements | <input type="checkbox"/> | Page 4 | |
| (14G) Acquisition for Rehabilitation | <input type="checkbox"/> | Page 4 | |
| (14I) Lead Based Paint, Hazards Test Abatement | <input type="checkbox"/> | Page 4 | |
| (15) Code Enforcement | <input type="checkbox"/> | Page 7 | |
| (16A) Residential Historic Preservation | <input type="checkbox"/> | Page 4 | |
| (16B) Non-Residential Historic Preservation | <input type="checkbox"/> | Page 6 | |
| (17A) CI Land Acquisition/Disposition | <input type="checkbox"/> | Page 8 | |
| (17B) CI Infrastructure Development | <input type="checkbox"/> | Page 8 | |
| (17C) Building Acquisition, Construction, Rehabilitation | <input type="checkbox"/> | Page 8 | |
| (17D) Other Commercial/Industrial Improvements | <input type="checkbox"/> | Page 8 | |
| (18A) ED Direct Financial Assistance for For-Profits | <input type="checkbox"/> | Page 8 | |
| (18C) Micro-Enterprise Assistance | <input type="checkbox"/> | Page 9 | |
| (19E) Operation and Repair Foreclosed Property | <input type="checkbox"/> | | <input type="checkbox"/> Page 5 |

In Support
of Housing
(LMH)

Certification:

I have reviewed the information contained in this report and certify that to the best of my knowledge that it is true and accurate, and that supporting documentation is maintained and available for State Review

Signature of Authorized Representative 
 Printed Name & Title Jim Leddy, County Administrator
 Date 7/18/13

6/10/2008

Grantee Performance Report

Homebuyer Assistance

Report Period
2012-
2013

Standard Agreement
10-STBG-6730

This section applies to activities with a National Objective of Low and Moderate Housing (LMH) and one of the following activities. Check off what activity you are reporting. If more than one activity is being reported on this page, you will need to create a duplicate sheet.

- Homeownership Assistance - not direct (05R)
- Direct Homeownership Assistance (13)

Program Description

IDIS cdbg 6

Check all statements that are applicable to this activity. This activity will include:

- a. One-for-One Replacement (Reconstruction) complete Appendix A.
- b. Public improvement activity for which a Special Assessment will be levied.
- c. Displacement of household, business, farms, nonprofits, complete Appendix B.
- d. Creating a new Revolving Fund/Revolving Loan Account (RLA).
- e. The designation of an economic development "Favored activity".
- f. The funding of Colonia(s).
- g. Brownfield Activity Indicate the number of remediated acres: _____
- h. Historic Preservation Area.
- i. Presidential Declared Disaster.
- j. Multi-Unit Housing (2+ Units/structure).
- k. Rental Housing.
- l. Limited Clientele by Nature/Location or Presumed Benefit, complete Appendix C.
- m. A Subrecipient Agreement for this activity, complete Appendix D.
- n. The designation of Slum and Blight, complete Appendix E.

Section 3

Economic Opportunities for Low & Very Low Income

- Check box if the grant award is over \$200,000 in CDBG funds.
- Check box if you have a construction contract or subcontract greater than \$100,000.

If both boxes are checked, you are required to comply with Section 3 reporting requirements pursuant to HUD (24 CFR 135). Attach a Section 3 report and submit the report with this GPR.

Minority Contractor Information

Provide the total dollar amount of this activity that will be directed towards Firms owned wholly or in substantial part by:

Minority group members	_____	Value of Contract
Women	_____	
Other (Specify) _____	_____	

TYPE OF ASSISTANCE

IDIS cdbg 5

1. What type of financing was provided to the beneficiaries: Grants Loans
 No loans or grants
2. Indicate the number of grants and/or loans provided this Report Period:
 Grants _____ Loans 2
3. Indicate the total number of grants and/or loans provided to date (entire contract term):
 Grants _____ Loans 2
4. When assistance is provided in the form of loans, enter the terms of financing:
- | | Interest Rate (%) | Number of Months (#) | Loan Amounts (\$) |
|---|-------------------|----------------------|-------------------|
| a. Amortized Loan: | <u>0</u> | <u>360</u> | <u>up to</u> |
| b. Deferred Payment/
Forgiveness Loan: | _____ | _____ | _____ |

DIRECT BENEFIT

IDIS cdbg 8

This page allows you to report on beneficiaries race/ethnicity and income levels for the fiscal year:

HOUSING ACTIVITIES

Race & Code	Owner		Renter	
	All	Hisp	All	Hisp
White (11):	2	0	0	0
Black/African American (12):	0	0	0	0
Asian (13):	0	0	0	0
American Indian/Alaskan Native (14):	0	0	0	0
Native Hawaiian/Other Pacific Isl. (15):	0	0	0	0
Am. Indian/Alaskan Native & White (16):	0	0	0	0
Asian & White (17):	0	0	0	0
Black/African Am. & White (18):	0	0	0	0
Am. Indian/Alaskan & Blck/Afrcn (19):	0	0	0	0
Other Multi-Racial (20):	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTALS	2	0	0	0

Number of Female Head of Households 0

INCOME LEVELS

IDIS cdbg 13

Number of households benefiting based on Income:

	Owner	Renter	Total all years
Extremely Low (<30%)	0	0	0
Low (31%-50%)	0	0	0
Moderate (51%-80%)	2	0	2
Non-Low/Moderate Income (+80%)	<u>0</u>	<u>0</u>	<u>0</u>
Totals	2	0	2

HOUSING - PUBLIC SERVICE

IDIS cdbg 17A

Indicate the number of persons/households assisted, according to the following:

1. a. Total being served for the program year _____
 b. Now have new access to this type of service or benefit: _____
 c. Now have improved access to this type of service or benefit: _____
 d. Now receive a service or benefit that is no longer substandard: _____

Direct Financial Assistance to Homebuyers

- 1. Enter the total number of homebuyer households: 2
- 2. Of the total homebuyers assisted, specify the following:
 - a. Number of first-time homebuyers: 2
 - b. Of those first-time homebuyers, specify the number receiving housing counseling: 2
- 3. The number of homebuyers receiving down payment assistance/closing costs: 2

IDIS cdbg 25

Grantee Performance Report

Report Period
2012-
2013

Standard Agreement
10-STBG-6730

Appendix A - One for One Replacement

Replacement Housing

If multiple locations, please duplicate and make additional forms as necessary.
Indicate the address of the units to be demolished-converted:

IDIS cdbg 16

Demolished/Converted
Address

Indicate the number and type of bedroom units

- 0/1 Zero or One bedroom unit _____
- Two Bedroom Units _____
- Three Bedroom Units _____
- Four Bedroom Units _____
- 5+ Five or more Bedroom Units _____

Grant or Loan Agreement Executed Date:

Demolition or Conversion Agreement Date:

Replacement
Address

Number of bedroom units

- 0/1 Zero or One bedroom unit _____
- Two Bedroom Units _____
- Three Bedroom Units _____
- Four Bedroom Units _____
- 5+ Five or more Bedroom Units _____

Date units will be available:

Date of any exception agreement:

Grantee Performance Report

Report Period
2012-
2013

Standard Agreement
10-STBG-6730

Appendix B - Displacement

IDIS cdbg 15

Indicate the census tract of origin _____

Indicate the City _____

Race & Code	Displaced		Remain		Relocated	
	All	Hisp	All	Hisp	All	Hisp
White (11):	0	0	0	0	0	0
Black/African American (12):	0	0	0	0	0	0
Asian (13):	0	0	0	0	0	0
American Indian/Alaskan Native (14):	0	0	0	0	0	0
Nat.Hawaiian/Oth Pacific Isl (15):	0	0	0	0	0	0
Am. Indian/Alaskan Nat. &White (16):	0	0	0	0	0	0
Asian & White (17):	0	0	0	0	0	0
Black/African Am. & White (18):	0	0	0	0	0	0
Am.Indian/Alskn & Blck/Afrcn (19):	0	0	0	0	0	0
Other Multi-Racial (20):	0	0	0	0	0	0

Indicate the census tract of those relocated _____

Indicate the City _____

Race & Code	Displaced		Remain		Relocated	
	All	Hisp	All	Hisp	All	Hisp
White (11):	0	0	0	0	0	0
Black/African American (12):	0	0	0	0	0	0
Asian (13):	0	0	0	0	0	0
American Indian/Alaskan Native (14):	0	0	0	0	0	0
Nat.Hawaiian/Oth Pacific Isl (15):	0	0	0	0	0	0
Am. Indian/Alaskan Nat. &White (16):	0	0	0	0	0	0
Asian & White (17):	0	0	0	0	0	0
Black/African Am. & White (18):	0	0	0	0	0	0
Am.Indian/Alskn & Blck/Afrcn (19):	0	0	0	0	0	0
Other Multi-Racial (20):	0	0	0	0	0	0

If there is more than one census track, indicate the additional census tract and race distribution of those relocated.

Indicate the City _____

1. Presumed Benefit

IDIS User Guide 8-73

If the activity is funded under a National Objective Code of Low and Moderate Income Clientele, indicate the number of beneficiaries that fall into one or more of the following categories. Use the following income levels when reporting on the beneficiaries race and income on other pages of the GPR.

Number of:

- | | |
|---|--|
| <input type="checkbox"/> Abused Children | Extreme Low Income |
| <input type="checkbox"/> Battered Spouses | Low Income |
| <input type="checkbox"/> Severely Disabled Adults (Per Census Definition) | Low Income |
| <input type="checkbox"/> Illiterate Adults | Low Income |
| <input type="checkbox"/> Persons with Aids | Low Income |
| <input type="checkbox"/> Homeless Persons | Extreme Low Income |
| <input type="checkbox"/> Migrant Farm workers | Low Income |
| <input type="checkbox"/> Elderly Persons | Use Moderate Income if at a center with services,
if not center based, use Low Income |

2. Nature and Location

IDIS cdbg 10

Provide a narrative description of how the nature/location of this activity benefits low and moderate persons:

ORGANIZATION CARRYING OUT ACTIVITY

IDIS cdbg 3

Indicate if the activity will be carried out by one of the following:

- Grantee employees
- Contractors
- Grantee employees & contractors
- By others under a Sub-recipient Agreement

If you are using a Sub-recipient Agreement, indicate the name of the Organization:

Mammoth Lakes Housing, Inc.

Activity is being carried out by:

- A 105 (a) (15) entity as defined under the Housing and Development Act
- Another unit of local government
- Another public agency

IDIS cdbg 4

Indicate all that applies to this organization:

- Non-profit organization
- For-profit entity
- A faith-based organization
- An institution of higher education

Code Section 105(a) (15) is from the Housing and Development Act and provides the provision of assistance to neighborhood-based nonprofit organizations, local development corporations, and nonprofit organizations serving the development needs of communities in non-entitlement areas to carry out neighborhood revitalization, community economic development or energy conservation projects.

Grantee Performance Report

Report Period
2012-
2013

Standard Agreement
10-STBG-6730

Appendix E - Slum & Blight Area

IDIS cdbg 12

Provide a description of the boundaries of the designated area
(Not the census tract/block data required for LMA)

Boundaries:

Percent of Deteriorated Buildings/Qualified Properties: _____ %

Public Improvement/Type Condition:

Provide a brief description identifying each type of improvement / type of condition

Slum/Blight Designation Year _____

Grantee Performance Report

Report Period
2012-
2013

Standard Agreement
10-STBG-6730

Public Facilities and Improvements

This section applies to activities with a National Objective of Low and Moderate Area (LMA) or Low and Moderate Clientele (LMC) or Slum and Blight Area (SBA). Do not use this page for housing activities (LMH). Check off what activity you are reporting. If more than one activity is being reported on this page, you will need to create a duplicate sheet.

- Public Facilities and Improvements (03)
- Senior Centers (03A)
- Handicapped Centers (03B)
- Homeless Facilities (03C)
- Youth Centers (03D)
- Neighborhood Facilities (03E)
- Parks, Recreation Facilities (03F)
- Operating Costs of Homeless/Aids (03T)
- Non-Residential Historic Preservation (16B)
- Privately Owned Utilities (11)*
- Parking Facilities (03G)
- Solid Waste Disposal Imp. (03H)*
- Flood Drainage Improvement (03I)*
- Water/Sewer Improvements (03J)*
- Street Improvements (03K)*
- Sidewalk Improvements (03L)*
- Child Care Centers (03M)
- Tree Planting (03N)
- Fire Station/Equipment (03O)
- Health Facilities (03P)
- Abused and Neglected Children Facilities (03Q)
- Asbestos Removal (03R)
- Facilities for Aids Patients (03S)

Report only non-housing activities. Activities with an asterisk (*) may also report under National Objective Low and Moderate Housing LMH - In Support of Housing.

Program Description

IDIS cdbg 6

Check all statements that are applicable to this activity. This activity will include:

- a. One-for-One Replacement (Reconstruction) complete Appendix A.
- b. Public improvement activity for which a Special Assessment will be levied.
- c. Displacement of household, business, farms, nonprofits, complete Appendix B.
- d. Creating a new Revolving Fund/Revolving Loan Account (RLA).
- e. The designation of an economic development "Favored activity".
- f. The funding of Colonia(s).
- g. Brownfield Activity Indicate the number of remediated acres: _____
- h. Historic Preservation Area.
- i. Presidential Declared Disaster.
- j. Multi-Unit Housing (2+ Units/structure).
- k. Rental Housing.
- l. Limited Clientele by Nature/Location or Presumed Benefit, complete Appendix C.
- m. A Subrecipient Agreement for this activity, complete Appendix D.
- n. The designation of Slum and Blight, complete Appendix E.

Section 3

Economic Opportunities for Low & Very Low Income

- Check box if the grant award is over \$200,000 in CDBG funds.
- Check box if you have a construction contract or subcontract greater than \$100,000.

If both boxes are checked, you are required to comply with Section 3 reporting requirements pursuant to HUD (24 CFR 135). Attach a Section 3 report and submit the report with this GPR.

Minority Contractor Information

Provide the total dollar amount of this activity that will be directed towards Firms owned wholly or in substantial part by:

- Minority group members
- Women
- Other (Specify) _____

Value of Contract

TYPE OF ASSISTANCE

IDIS cdbg 5

1. What type of financing was provided to the beneficiaries: Grants Loans
No loans or grants
2. Indicate the number of grants and/or loans provided this Report Period:
Grants _____ Loans _____
3. Indicate the total number of grants and/or loans provided to date (entire contract term):
Grants _____ Loans _____
4. When assistance is provided in the form of loans, enter the terms of financing:

	Interest Rate (%)	Number of Months (#)	Loan Amounts (\$)
a. Amortized Loan:	_____	_____	_____
b. Deferred Payment/ Forgiveness Loan:	_____	_____	_____

DIRECT BENEFIT

IDIS cdbg 8

This page allows you to report on beneficiaries race/ethnicity and income levels for the fiscal year:

Race & Code	Persons Totals	
	All	Hisp
White (11):	0	0
Black/African American (12):	0	0
Asian (13):	0	0
American Indian/Alaskan Native (14):	0	0
Native Hawaiian/Other Pacific Isl. (15):	0	0
Am. Indian/Alaskan Native & White (16):	0	0
Asian & White (17):	0	0
Black/African Am. & White (18):	0	0
Am. Indian/Alaskan & Bck/Afrcn (19):	0	0
Other Multi-Racial (20):	0	0
TOTALS	0	0

Number of Female Head of Households _____

INCOME LEVELS

IDIS cdbg 13

Number of persons benefiting based on income:

	Persons	Total all years
Extremely Low (<30%)	0	0
Low (31%-50%)	0	0
Moderate (51%-80%)	0	0
Non-Low/Moderate Income (+80%)	0	0
Totals	0	0

Public Facilities and Improvements

IDIS cdbg 17B

- 1. Indicate the number of households assisted, according to the following:
 - a. Total benefiting for the program year: 500
 - b. Now have new access to this public facility (community facility) or public improvement (public works): 10
 - c. Now have improved access to this type of public facility (community facility) or public improvement (public works): 75
 - d. That are served by the public facility (community facility) or public improvement (public works) that is no longer substandard: 500
- 2. a. What number of homeless persons were given overnight shelter: 0
- b. Indicate the number of beds created in overnight shelter or other emergency housing: 0

Grantee Performance Report

Report Period
2012-
2013

Standard Agreement
10-STBG-6730

Appendix A - One for One Replacement

Replacement Housing

If multiple locations, please duplicate and make additional forms as necessary.
Indicate the address of the units to be demolished-converted:

IDIS cdbg 16

Demolished/Converted
Address

Indicate the number and type of bedroom units

- 0/1 Zero or One bedroom unit _____
- Two Bedroom Units _____
- Three Bedroom Units _____
- Four Bedroom Units _____
- 5+ Five or more Bedroom Units _____

Grant or Loan Agreement Executed Date:

Demolition or Conversion Agreement Date:

Replacement
Address

Number of bedroom units

- 0/1 Zero or One bedroom unit _____
- Two Bedroom Units _____
- Three Bedroom Units _____
- Four Bedroom Units _____
- 5+ Five or more Bedroom Units _____

Date units will be available:

Date of any exception agreement:

Grantee Performance Report

Report Period
2012-
2013

Standard Agreement
10-STBG-6730

Appendix B - Displacement

IDIS cdbg 15

Indicate the census tract of origin

Indicate the City

Race & Code	Displaced		Remain		Relocated	
	All	Hisp	All	Hisp	All	Hisp
White (11):	0	0	0	0	0	0
Black/African American (12):	0	0	0	0	0	0
Asian (13):	0	0	0	0	0	0
American Indian/Alaskan Native (14):	0	0	0	0	0	0
Nat.Hawaiian/Oth Pacific Isl (15):	0	0	0	0	0	0
Am. Indian/Alaskan Nat. &White (16):	0	0	0	0	0	0
Asian & White (17):	0	0	0	0	0	0
Black/African Am. & White (18):	0	0	0	0	0	0
Am.Indian/Alskn & Bck/Afrcn (19):	0	0	0	0	0	0
Other Multi-Racial (20):	0	0	0	0	0	0

Indicate the census tract of those relocated

Indicate the City

Race & Code	Displaced		Remain		Relocated	
	All	Hisp	All	Hisp	All	Hisp
White (11):	0	0	0	0	0	0
Black/African American (12):	0	0	0	0	0	0
Asian (13):	0	0	0	0	0	0
American Indian/Alaskan Native (14):	0	0	0	0	0	0
Nat.Hawaiian/Oth Pacific Isl (15):	0	0	0	0	0	0
Am. Indian/Alaskan Nat. &White (16):	0	0	0	0	0	0
Asian & White (17):	0	0	0	0	0	0
Black/African Am. & White (18):	0	0	0	0	0	0
Am.Indian/Alskn & Bck/Afrcn (19):	0	0	0	0	0	0
Other Multi-Racial (20):	0	0	0	0	0	0

If there is more than one census track, indicate the additional census tract and race distribution of those relocated.

Indicate the City

1. Presumed Benefit

IDIS User Guide 8-73

If the activity is funded under a National Objective Code of Low and Moderate Income Clientele, indicate the number of beneficiaries that fall into one or more of the following categories. Use the following income levels when reporting on the beneficiaries race and income on other pages of the GPR.

Number of:

- | | |
|---|--|
| <input type="checkbox"/> Abused Children | Extreme Low Income |
| <input type="checkbox"/> Battered Spouses | Low Income |
| <input type="checkbox"/> Severely Disabled Adults (Per Census Definition) | Low Income |
| <input type="checkbox"/> Illiterate Adults | Low Income |
| <input type="checkbox"/> Persons with Aids | Low Income |
| <input type="checkbox"/> Homeless Persons | Extreme Low Income |
| <input type="checkbox"/> Migrant Farm workers | Low Income |
| <input type="checkbox"/> Elderly Persons | Use Moderate Income if at a center with services,
if not center based, use Low Income |

2. Nature and Location

IDIS cdbg 10

Provide a narrative description of how the nature/location of this activity benefits low and moderate persons:

Provide ADA access to the June Lake Community Center. This center is used for community meetings,

ORGANIZATION CARRYING OUT ACTIVITY

IDIS cdbg 3

Indicate if the activity will be carried out by one of the following:

- Grantee employees
- Contractors
- Grantee employees & contractors
- By others under a Sub-recipient Agreement

If you are using a Sub-recipient Agreement, indicate the name of the Organization:

Activity is being carried out by:

- A 105 (a) (15) entity as defined under the Housing and Development Act
- Another unit of local government
- Another public agency

IDIS cdbg 4

Indicate all that applies to this organization:

- Non-profit organization
- For-profit entity
- A faith-based organization
- An institution of higher education

Code Section 105(a) (15) is from the Housing and Development Act and provides the provision of assistance to neighborhood-based nonprofit organizations, local development corporations, and nonprofit organizations serving the development needs of communities in non-entitlement areas to carry out neighborhood revitalization, community economic development or energy conservation projects.

Grantee Performance Report

Report Period
2012-
2013

Standard Agreement
10-STBG-6730

Appendix E - Slum & Blight Area

IDIS cdbg 12

Provide a description of the boundaries of the designated area
(Not the census tract/block data required for LMA)

Boundaries:

Percent of Deteriorated Buildings/Qualified Properties: _____ %

Public Improvement/Type Condition:

Provide a brief description identifying each type of improvement / type of condition

Slum/Blight Designation Year _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS	County Counsel		
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	John Vallejo
SUBJECT	Proposed Resolution Determining that Michael McGovern is Eligible for Industrial Disability Retirement		

AGENDA DESCRIPTION:

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

Proposed resolution determining that Michael McGovern is eligible for Industrial Disability Retirement.

RECOMMENDED ACTION:

Adopt proposed resolution #R13-_____, determining that Michael McGovern is eligible for Industrial Disability Retirement. Provide any desired direction to staff.

FISCAL IMPACT:

Advance Disability Pension payments in the amount of \$3,210.86 per month until the determination is final with CalPERS, at which time said expenditures would be reimbursed to the County.

CONTACT NAME: Sarah Messerlian

PHONE/EMAIL: (760) 932-5405 / smesserlian@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:

John Vallejo
Sarah Messerlian

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Proposed Resolution](#)

History

Time	Who	Approval
7/25/2013 1:18 PM	County Administrative Office	Yes
7/29/2013 5:09 PM	County Counsel	Yes
7/25/2013 6:30 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: John-Carl Vallejo

DATE: 08/06/2013

RE: Proposed Resolution Regarding Michael McGovern's IDR Application

Recommendation:

Adopt resolution determining that Michael McGovern is eligible for Industrial Disability Retirement. Provide any desired direction to staff.

Fiscal/Mandates Impact:

Advance Disability Pension payments in the amount of \$3,210.86 per month until the determination is final with CalPERS, at which time said expenditures would be reimbursed to the County.

Discussion:

CalPERS requires a Board determination regarding the County's position on the disability, or lack thereof, of an employee filing for an industrial disability retirement (IDR) in order to move forward with processing the IDR application. In this case, medical evaluations and reports conclusively establish that Mr. McGovern's orthopedic back injury prevents him from carrying out his normal duties as a Deputy Sheriff, and the County previously agreed that the injury was work-related through the workers compensation process. As such, it is appropriate to make the formal finding that he is substantially disabled for purposes of his IDR application.

If you have any questions regarding this item, please call me at 760.924.1712.



RESOLUTION NO. R13-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DETERMINING THAT MICHAEL MCGOVERN IS ELIGIBLE FOR INDUSTRIAL DISABILITY RETIREMENT

WHEREAS, the County of Mono (hereinafter referred to as Agency) is a contracting agency of the Public Employee's Retirement System; and

WHEREAS, the Public Employee's Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he is classified as a local safety member is disabled for purposes of the California Public Employee's Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

WHEREAS, an application for industrial disability retirement of Michael McGovern employed by the Agency in the position of Sheriff Deputy has been filed with the California Public Employee's Retirement System; and

WHEREAS, the County of Mono has reviewed the medical and other evidence relevant to such alleged disability;

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

1. That the County of Mono does hereby find and determine that Michael McGovern is substantially incapacitated within the meaning of the California Public Employee's Retirement Law for performance of his duties in the position of Sheriff Deputy.
2. That County of Mono does hereby find and determine that such disability is a result of injury or disease arising out of and in the course of employment. Neither said Michael McGovern nor the agency, County of Mono, has applied to the Workers' Compensation Appeals Board for a determination pursuant to G. C. section 21166 whether such disability is industrial.
3. That the member was, or will be, separated from his employment in the position of Sheriff Deputy after expiration of his rights under G. C. section 21164, effective April 21, 2013 and no dispute as to the expiration of such leave rights is pending. His last day on pay status is April 21, 2013.

There is not a possibility of third party liability.

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Advance Disability Pension payments will be made. The payments will be made monthly in the amount of \$3,210.86 beginning April 22, 2013.

The primary disabling condition is orthopedic.

//
//
//
//

//PASSED AND ADOPTED this __th day of _____2013, by the following

Vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

BYNG HUNT, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Public Works - Road Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Jeff Walters
SUBJECT	Speed Survey Results		

AGENDA DESCRIPTION:

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

In April of 2013, at the direction of the Public Works department, Omni-Means conducted speed surveys on three county roads. The results of these speed surveys were presented to the Board of Supervisors in June who directed Public Works to share the results with the respective communities.

RECOMMENDED ACTION:

Hear staff report regarding recent speed surveys and associated community comments. Provide any desired direction to staff.

FISCAL IMPACT:

If the proposed new speed limits are authorized by the Board of Supervisors less than \$1,000 in labor and materials would be required. These costs are included in the proposed 2013-14 Road budget.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Speed Survey Results BOS Stff Rept 08.06.13](#)
- [Exhibit 1 - 2013 Speed Survey Results 08.06.13](#)

History

Time	Who	Approval
7/19/2013 4:53 PM	County Administrative Office	Yes
7/29/2013 4:10 PM	County Counsel	Yes
7/25/2013 8:34 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: July 6, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Acting Public Works Director
Subject: Mono County Speed Surveys Presentation

Recommended Action:

Hear a staff report regarding recent speed surveys conducted on county roads and community comments regarding same. Provide any desired direction to staff.

Fiscal Impact:

None.

Discussion:

After several comments from concerned residents in Lee Vining and Chalfant, Public Works recently contracted Omni-Means to perform speed surveys on three Mono County Roads. The Board of Supervisors directed Public Works to share the proposed speed limits with each affected community. After meeting with each community (Mono Basin RPAC and Chalfant RPAC) Omni-Means was able to revise one speed limit to reflect concerns voiced during the meeting.

Communities affected by the proposed speed limits were shared the results of the surveys and offered their input on the following roads:

<u>Road Name</u>	<u>Proposed Speed Limit</u>
• Mattly Avenue	15mph from 395 to north of High School and 30mph from north of High School to Mono Visitors Center Road
• Lee Vining Avenue	15mph
• Chalfant Road	30mph

Each respective community agreed with the recommendations in the revised survey.

A copy of Omni-Means' Speed Surveys Final Report is attached as Exhibit 1 in the Board agenda item packet. If you have any questions regarding this item, please contact Jeff Walters at 932-5459 or jwalters@mono.ca.gov.

Respectfully submitted,

Jeff Walters
Acting Public Works Director



Engineering And Traffic Survey (E&TS)

Prepared for:

Mono County
Department of Public Works

Prepared by:



ENGINEERING AND TRAFFIC SURVEY (E&TS)

**PREPARED FOR:
MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
74 NORTH SCHOOL STREET
BRIDGEPORT, CA 93517**

**PREPARED BY:
OMNI-MEANS, LTD.
ENGINEERS & PLANNERS
943 RESERVE DRIVE
ROSEVILLE, CA 95678
(916) 782-8688**

MAY 2013

**25-4561-01
R1531RPT001.DOCX**

TABLE OF CONTENTS

Introduction..... 1
Background Methodology 1
Data Collection 2
Field Survey Results 3
Engineering Analysis 3
Engineering And TRaffic Survey (E&TS)..... 5

TABLES

TABLE 1 SPEED SURVEY LOCATIONS 2
TABLE 2 SUMMARY OF ENGINEERING AND TRAFFIC SURVEYS 4

ENGINEERING & TRAFFIC SURVEYS

LEE VINING AVENUE (2ND STREET TO HIGHWAY 395)..... 6
Figure 1 - Map Illustrating Study Roads..... 7
Forms 8
MATTLY AVENUE (HIGHWAY 395 TO MONO BASIN VISITOR CENTER DRIVE) 12
Figure 2 - Map Illustrating Study Roads..... 13
Forms 14
CHALFANT ROAD NORTH/SOUTH (CHALFANT ROAD EAST/WEST TO LISA LANE)..... 18
Figure 3 - Map Illustrating Study Roads..... 19
Forms 20

APPENDIX

Daily Traffic Volumes

INTRODUCTION

Speed zone Engineering and Traffic Surveys (E&TS) have been completed at three (3) locations within the Mono County during April 2013.

Radar speed measurements were conducted by a trained observer using a hand held radar unit along each of these roadway segments. In determining appropriate speed limits, the results of the speed measurements were considered along with other factors, including; collision records, roadway characteristics, adjacent land uses, side street traffic, on-street parking and sight distances. Roadway speed limits are typically established based upon a combination of these factors along with the measured "critical vehicle speed." The critical vehicle speed is the 85th percentile speed which is the speed at which 85 percent of the motorists are traveling at or below. The following sections describe the data collection, analyses, and recommendations used in preparing the Engineering and Traffic Surveys (E&TS) for each of the roadways included in this study.

BACKGROUND METHODOLOGY

Speed zoning or the application of designated vehicle speed limits on public streets is regulated by the California Vehicle Code (CVC) and the California Manual of Uniform Traffic Control Devices (MUTCD). Typically, speed zoning is warranted on streets and thoroughfares where there are "appreciable" amounts of traffic volumes and where speed zones would help contribute to the "orderly movement" of traffic by increasing driver awareness of a reasonable speed. The basic goal of speed zoning is to prevent motorists from operating at a wide range of speeds along a thoroughfare that could create vehicle conflicts. Speed zoning allows motorists to travel at or near the same speeds.

Speed limits range from absolute to prima facie. Absolute speed limits are usually found on highways and freeways where the maximum speed limit (e.g. 55 mph to 70 mph) cannot be exceeded. Prima facie speed limits are usually established through speed zoning studies. In some instances, there are automatic prima facie speed limits. These include a 25 mph speed limit on any street, other than a state highway, in any business or residence district unless a different speed is determined by local authority under procedures set forth in the latest CVC and California MUTCD.

CVC 235 defines a "business district" as that portion of a highway and the property contiguous thereto (a) upon one side of which highway, for a distance of 600 feet, 50 percent or more of the contiguous property fronting thereon is occupied by buildings in use for business, or (b) upon both sides of which highway, collectively, for a distance of 300 feet, 50 percent or more of the contiguous property fronting thereon is so occupied. A business district may be longer than the distances specified in this section if the above ratio of buildings in use for business to the length of the highway exists.

CVC 515 defines "residence district" as that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of highway exists.

Additionally, a "speed trap" must be avoided when establishing prima facie speed limits as indicated in CVC 40802. Prima facie speed limits must be justified by an Engineering and Traffic Survey (E&TS) conducted within five years prior to the date of the alleged violation when enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects.

However, this does not apply to a local street, road or school zone. Per CVC 40802, a local street or road is defined by the latest functional usage and federal-aid system maps submitted to the Federal Highway Administration. Per subdivision (c) of CVC 40802, the life of the E&TS may be extended to seven years if certain criteria are met, and up to a maximum of ten years if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volumes.

**TABLE 1
SPEED SURVEY LOCATIONS**

ID Number	Roadway	Segment	Direction	Radar Location	Date Surveyed
1	Lee Vining Avenue	2nd Street & Highway 395	Both	Between 2nd Street & Highway 395	3/24/2013 & 3/25/2013
2	Mattly Avenue	Highway 395 & Mono Basin Visitor Center Drive	Both	North and South of School	3/24/2013 & 3/25/2013
3	Chalfant Road (North-South)	Chalfant Road (East-West) and Lisa Lane	Both	Between Chalfant Road (East-West) and Lisa Lane	3/25/2013

DATA COLLECTION

Survey Locations: Speed zone surveys were conducted at the locations listed in Table 1. A Phantom Radar gun, serial #1608, was used for these surveys. The radar gun was calibrated on July, 2012. For each speed survey, a Vehicle Speed Data Sheet was prepared summarizing the measured vehicle speed characteristics, such as average speed, critical speed (85th percentile speed), pace speed and the posted speed limit. A chart displaying the vehicle speeds versus the percent of cars was also created. In addition, a map illustrating the roadway location, existing posted speed limit, speed survey location, and recommended speed limit has also been prepared.

Data Collection Procedures: Field data including daily roadway counts was collected by OMNI-MEANS, Ltd. on March 26, 2013 for all three (3) survey locations. Each of the radar speed surveys was made from an inconspicuously parked vehicle. Every effort was made to ensure that the presence of the vehicle in no way affected the speed of the surveyed traffic. Raw field data was recorded on forms and then input electronically for computer analysis. Only free flowing vehicles were surveyed. The results derived from this technique accurately demonstrate a balance among the speed, capacity, and general use of a segment.

Collision History: Collision data was obtained by OMNI-MEANS from the California Highway Patrol from the Statewide Integrated Traffic Records System (SWTRS) for all roadways studied. A minimum of three years of collision data is the standard for an E&TS. Collision data was analyzed for the period between January 2007 - December 2012. All collisions have been plotted on the respective speed survey map figures contained later in this report.

FIELD SURVEY RESULTS

Field Data Reduction: Copies of the computer analysis of the field data collected at each survey location are included in this report in the corresponding section. The data includes the location of the spot speed survey, direction of travel, and the date and time of the survey. The existing speed limit, if posted, is also noted. Calculated values include the average speed, the 85th percentile (critical) speed, the 10 mph pace speed, and the total number of vehicles observed. A brief definition of these terms is listed below:

The *average speed* is the arithmetical mean of the speeds observed and is derived by dividing the sum of all the speeds observed by the total number of observations.

The *85th percentile* speed is that speed at or below which 85 percent of the observed vehicles are traveling. The 85th percentile speed (also called the critical speed) of a spot speed survey is the primary indicator of a speed limit that might be imposed.

The *pace* is the 10 mile per hour increment of observed speeds that contains the greatest number of vehicles. In nearly all cases, the 85th percentile speed and the recommended speed limit lie somewhere within the pace, frequently in the middle to upper ranges. The percent of vehicles in the pace speed is an indication of the bunching of vehicular speeds. The higher the percent of vehicles within the pace speed, the better the speed distribution. The percent in the pace is often between 60 and 80.

ENGINEERING ANALYSIS

The short method of speed zoning as described in the CA MUTCD is based on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of motorists, and that by measuring motorists' speeds, one will be able to select a speed limit that is both reasonable and effective. Other factors that need to be considered include but are not limited to; the most recent two-year collision record, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile conditions, intersection spacing and offsets, commercial driveway characteristics, and pedestrian traffic in the roadway without sidewalks. For the study roadways, the speed limit normally should be established at the nearest five mile per hour increment to the 85th percentile speed. However, the factors described above may indicate the need to reduce the speed limit by five (5) mph, and should be documented in the E&TS. Speed limits established more than five (5) mph below the 85th percentile should be done with great care, as studies have shown that speed limits below the 85th percentile may result in an increase in accident rates. (CA MUTCD Section 2B.13). In cases where the nearest 5 mph increment of the 85th percentile speed requires rounding up, the CA MUTCD allows rounding down to the nearest 5 mph increment, however no further reduction below this level is allowed.

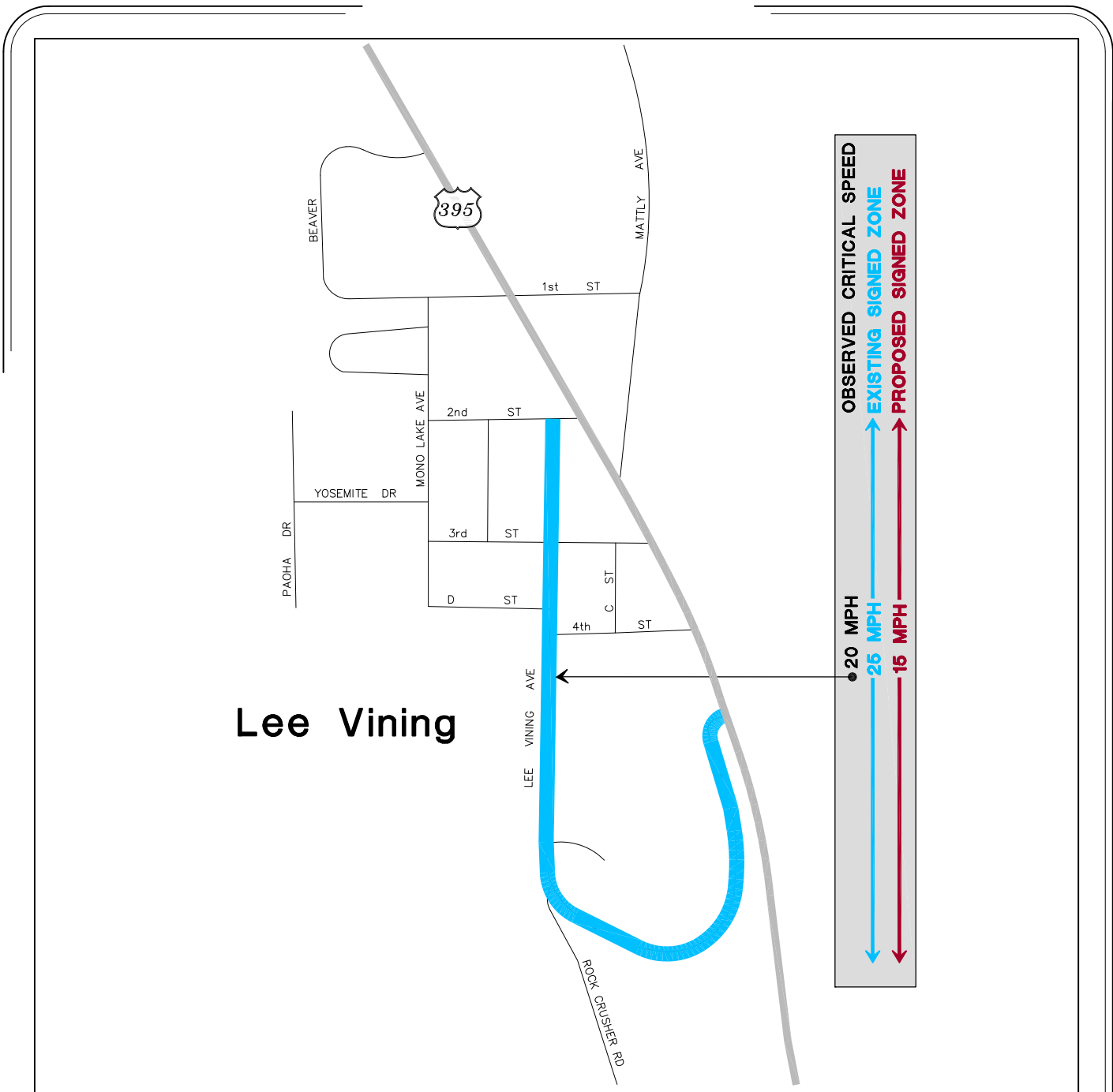
A summary of the Engineering and Traffic Surveys (E&TS) results are contained in Table 2.

**TABLE 2
SUMMARY OF ENGINEERING AND TRAFFIC SURVEYS**

ID Number	Roadway	Segment	Existing Speed Limit (MPH)	Critical Speed (85th Percentile, MPH)	Average Speed (MPH)	Recommended Speed Limit (MPH)
1	Lee Vining Avenue	2nd Street & Highway 395	25	20	17.78	15
2	Mattly Avenue	Highway 395 & Mono Basin Visitor Center Road	N/A	30	24.2	25 & 15
3	Chalfant Road	Chalfant Road (East/West) & Lisa Lane	N/A	37	31.14	30

ENGINEERING AND TRAFFIC SURVEY (E&TS)

LEE VINING AVENUE (2ND STREET TO HIGHWAY 395)



Lee Vining

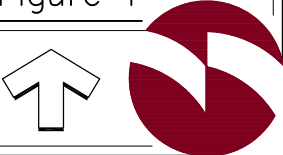
LEGEND

- STUDY ROADWAY SEGMENT
- (X) FATAL ACCIDENT COLLISION LOCATION AND NUMBER OF ACCIDENTS
- ⊗ (X) INJURY ACCIDENT COLLISION LOCATION AND NUMBER OF ACCIDENTS
- (X) NON-INJURY ACCIDENT COLLISION LOCATION AND NUMBER OF ACCIDENTS

Engineering and Traffic Survey (E&TS)

Figure 1

Lee Vining Avenue (Between 2nd Street and Highway 395)



**Mono County Department of Public Works
Speed Limit
Engineering and Traffic Survey (E&TS)**

Street: Lee Vining Avenue Survey: Omni-Means
 Limits: 2nd Street & Highway 395 Field Observer: R. Tuma
3/24/2013 &
 Date: 3/25/2013

Factors

A. PREVAILING SPEED DATA

Location of Survey	Between 2nd Street & Highway 395	
Direction	Both	
85th Percentile	20 MPH	
10 mph Pace	14 MPH	23 MPH
Percent in Pace	94%	
Posted Speed Limit	25 MPH	

B. COLLISION HISTORY

Date Range Covered	<i>From</i> Jan-08	<i>To</i> Dec-10	<i>Duration/Years</i> 3 years
Total Collisions	Fatal 0	Injury 0	Non-Injury 0

C. TRAFFIC FACTORS

Average Daily Traffic	197
Length of Segment	1.2 Mile
Width of Segment	Varies (minimum 24 feet)
Number of Travel Lanes	2

D. CONDITIONS NOT READILY APPARENT

Conditions Abutting land use includes residential units, post office and elementary school. The roadway pavement is uneven with no centerline markings.

Roadway Geometrics The roadway geometrics follows a horizontal curvature along the segment. The stated roadway segment intersects with three other roadways.

Comments A 15 MPH is warranted because school is 500 feet, and as per CVC 22358.3, since the streets are narrower than 25 feet. The residential units further justifies speed limit of 15 MPH.

E. ADJACENT LAND USE Residential

SURVEY RESULTS

Posted Speed Limit	25 MPH
Critical Speed*	20 MPH
Reduction In Speed For Conditions Not Readily Apparent To Driver?	Yes
Speed Limit Change?	Yes
Recommended Speed Limit	15 MPH

* Nearest 5 MPH

Approved and Authorized for release:
Mono County Department of Public Works

 Name Date

 Title Public Works
 Department

VEHICLE SPEED DATA SHEET

ROADWAY: Lee Vining Avenue

SEGMENT: 2nd Street & Highway 395

DIRECTION: Both

RADAR LOCATION: Between 2nd Street & Highway 395

TIME: 1 PM - 5:30 PM & 7 AM - 7:30 AM DATE: 3/24/2013 & 3/25/2013

MPH	5					10					15					20					25					30					TOTAL VEH.	TOTAL SPEED
40																									0	0						
39																										0	0					
38																										0	0					
37																										0	0					
36																										0	0					
35																										0	0					
34																										0	0					
33																										0	0					
32																										0	0					
31																										0	0					
30																										0	0					
29	x																									1	29					
28																										0	0					
27																										0	0					
26																										0	0					
25																										0	0					
24	x																									1	24					
23	x	x																								2	46					
22	x																									1	22					
21	x	x																								2	42					
20	x	x	x	x																						4	80					
19	x	x	x	x																						4	76					
18	x	x	x	x	x	x	x	x	x																	9	162					
17	x	x	x	x	x	x	x	x	x	x																9	153					
16	x	x	x	x	x	x	x																			7	112					
15	x	x	x	x																						4	60					
14	x	x	x	x	x																					5	70					
13	x																									1	13					
12																										0	0					
11																										0	0					
10																										0	0					
9																										0	0					
8																										0	0					
7																										0	0					
6																										0	0					
5																										0	0					
4																										0	0					
3																										0	0					
2																										0	0					
1																										0	0					
0																										0	0					

TOTAL: 50 889

17.8
AVG. SPEED

4.0%
% OVER PACE

50
TOTAL NUMBER OF VEHICLES

20
CRITICAL SPEED (85th PERCENTILE)

94.0%
% IN PACE

197
ADT (Source)

14 mph to 23 mph
PACE SPEED

2.0%
% UNDER PACE

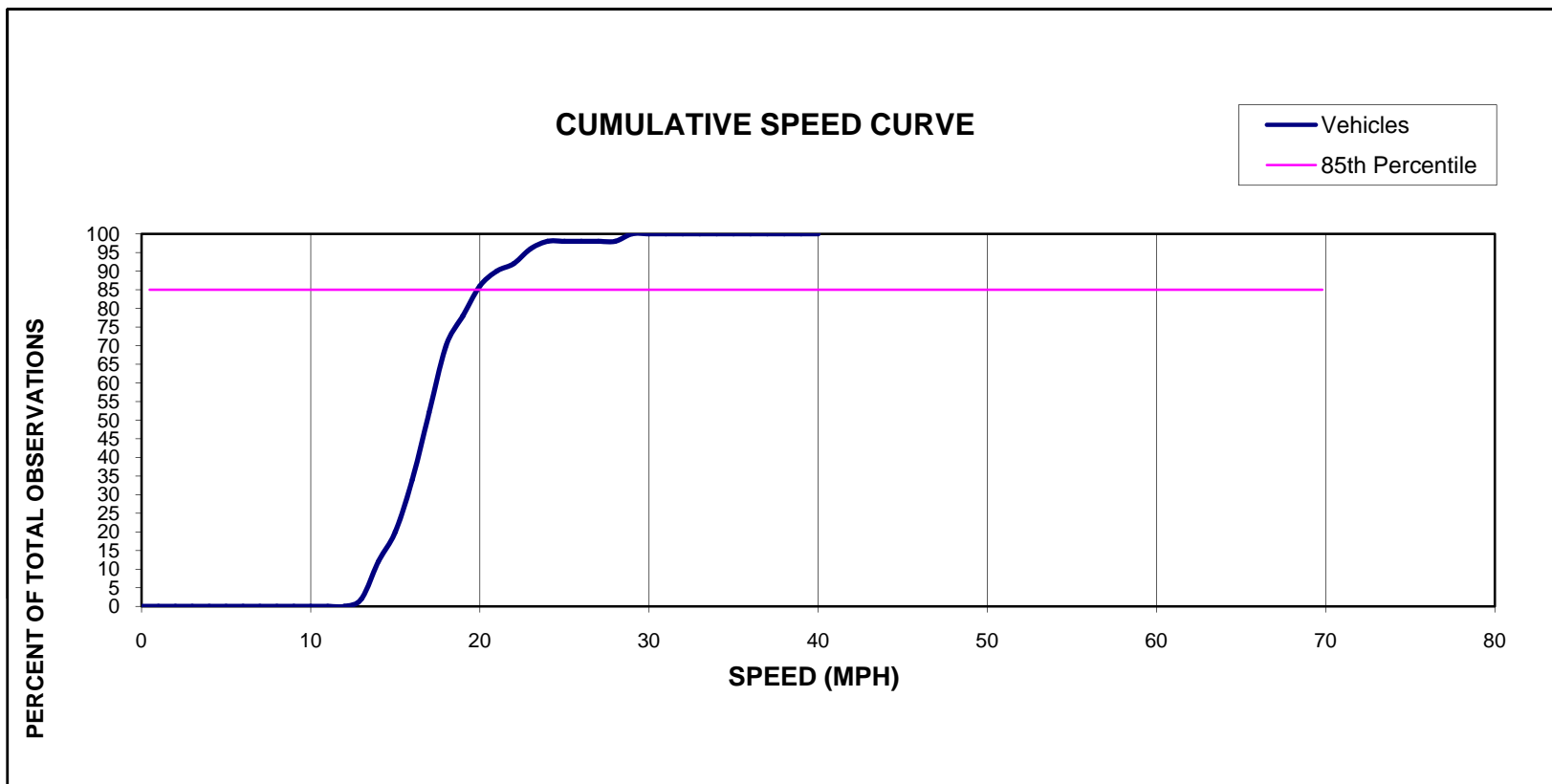
Residential
ROAD CLASSIFICATION

25
POSTED SPEED

R. Tuma
OBSERVER

Clear
WEATHER

ROADWAY: **Lee Vining Avenue**
SEGMENT: **2nd Street & Highway 395**
RADAR LOCATION: **Between 2nd Street & Highway 395**
DATE: **3/24/2013 & 3/25/2013**
TIME: **1 PM - 5:30 PM & 7 AM - 7:30 AM**
DIRECTION OF TRAVEL: **Both**



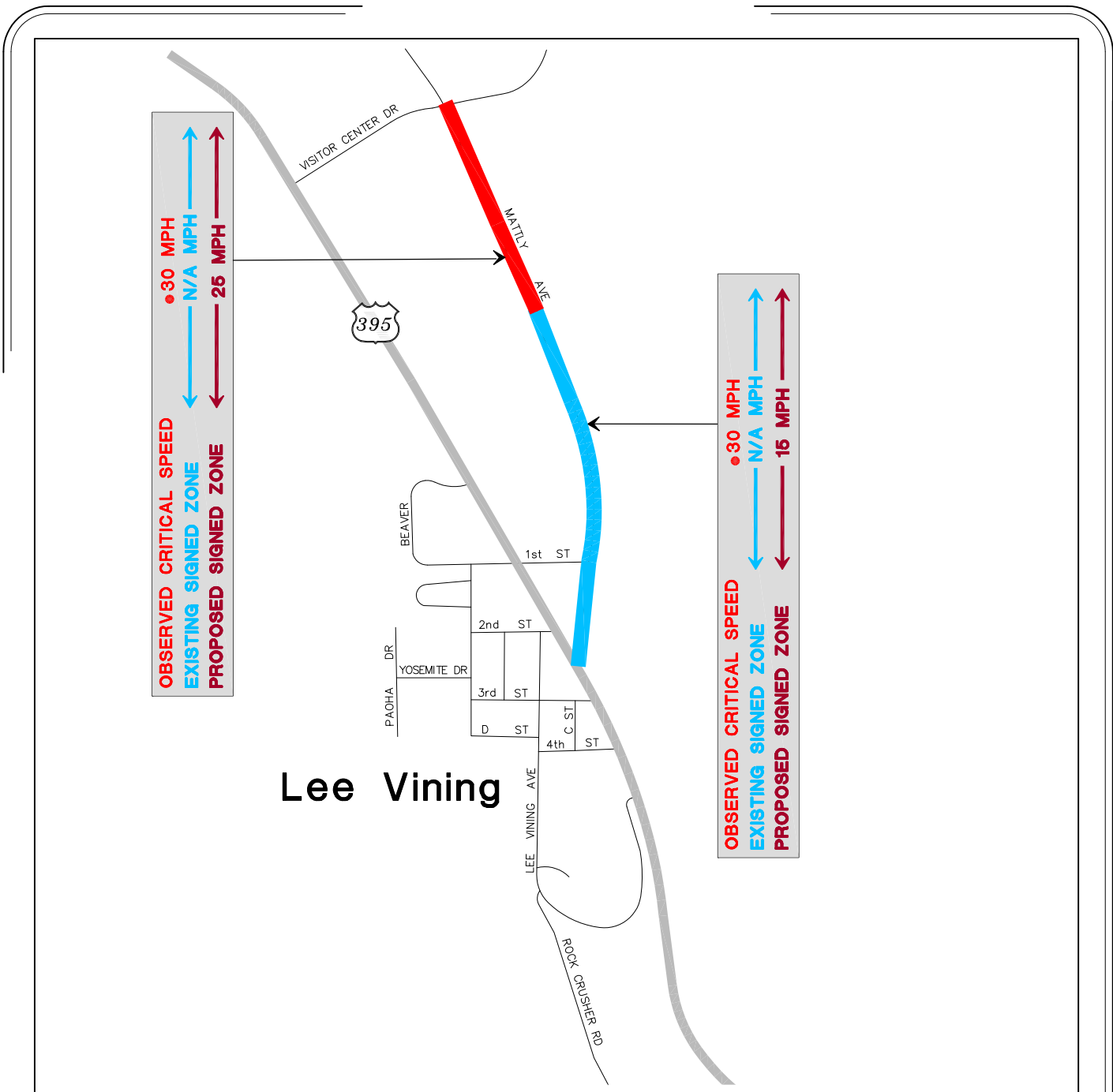
Accident Report

ROADWAY: Lee Vining Avenue
SEGMENT: 2nd Street & Highway 395

Date	Location	Time of Day	Weather	Collision Factor	Collision Type	Fatal	Injury	Non-Injury
TOTALS:						0	0	0

NOTE: Collision data obtained from the CHP SWTRS program, and only include reported collisions from 2008-2010.

MATTLY AVENUE (HIGHWAY 395 TO MONO BASIN VISITOR CENTER DRIVE)



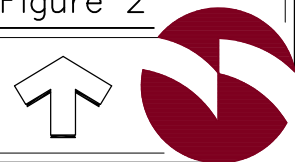
LEGEND

- STUDY ROADWAY SEGMENT
- (X) FATAL ACCIDENT COLLISION LOCATION AND NUMBER OF ACCIDENTS
- ⊗ (X) INJURY ACCIDENT COLLISION LOCATION AND NUMBER OF ACCIDENTS
- (X) NON-INJURY ACCIDENT LOCATION AND NUMBER OF ACCIDENTS

Engineering and Traffic Survey (E&TS)

Figure 2

Mattly Avenue
 (Between Highway 395 and Mono Basin Visitor Center Dr)



**Mono County Department of Public Works
Speed Limit
Engineering and Traffic Survey (E&TS)**

Street: Mattly Avenue Survey: Omni-Means
 Limits: Highway 395 & Mono Basin Visitor Center Drive Field Observer: R. Tuma
 Date: 3/24/2013 & 3/25/2013

Factors

A. PREVAILING SPEED DATA

Location of Survey	Between 2nd Street & Highway 395	
Direction	Both	
85th Percentile	30 MPH	
10 mph Pace	21 MPH	30 MPH
Percent in Pace	64%	
Posted Speed Limit	Not Posted	

B. COLLISION HISTORY

Date Range Covered	From	To	Duration/Years
	Jan-08	Dec-10	3 years
Total Collisions	Fatal	Injury	Non-Injury
	0	0	0

C. TRAFFIC FACTORS

Average Daily Traffic	67
Length of Segment	0.7 Miles
Width of Segment	Varies (minimum 22 feet)
Number of Travel Lanes	2

D. CONDITIONS NOT READILY APPARENT

Conditions Abutting land use includes residential units, public agencies, High School and Mono Basin
The roadway pavement is uneven with no centerline markings.

Roadway Geometrics The roadway geometrics follows a horizontal curvature along the segment. The stated
roadway segment intersects with three other roadways.

Comments There are conditions that are not readily apparent to the driver.
A 15 MPH is warranted between Highway 395 to 500' North of Lee Vining High School because
school is within 500 feet, and as per the CVC 22358.3, since the streets are narrower than
25 feet. The segment between North of 500' of High School to Mono Basin Visitor Center Drive,
speed limit of 25 MPH is recommended.

E. ADJACENT LAND USE Residential

SURVEY RESULTS

Mattly Avenue	From Highway 395 to 500' North of Lee Vining High School	From 500' North of High School to Mono Basin Visitor Center Drive
Posted Speed Limit	Not Posted	Not Posted
Critical Speed*	30 MPH	30 MPH
Reduction In Speed For Conditions Not Readily Apparent To Driver?	Yes	Yes
Speed Limit Change?	n/a	n/a
Recommended Speed Limit	25 MPH	15 MPH

* Nearest 5 MPH

Approved and Authorized for release:
Mono County Department of Public Works

Name _____ Date _____
 Title _____ Public Works
 Department _____

VEHICLE SPEED DATA SHEET

ROADWAY: Mattly Avenue

SEGMENT: Highway 395 & Mono Basin Visitor Center Dr

DIRECTION: Both

RADAR LOCATION: North and South of School

TIME: 5:30 PM - 8 PM & 7:30 AM - 1:30

DATE: 3/24/2013 & 3/25/2013

MPH	5					10					15					20					25					30					TOTAL VEH.	TOTAL SPEED
40																									0	0						
39																										0	0					
38																										0	0					
37	x	x																								2	74					
36																										0	0					
35																										0	0					
34																										0	0					
33	x																									1	33					
32	x	x																								2	64					
31	x																									1	31					
30	x	x																								2	60					
29	x	x	x	x	x																					5	145					
28	x	x																								2	56					
27																										0	0					
26	x	x	x	x																						4	104					
25	x	x	x	x	x																					5	125					
24	x	x	x																							3	72					
23	x	x	x																							3	69					
22	x	x	x																							3	66					
21	x	x	x	x	x																					5	105					
20	x																									1	20					
19	x	x																								2	38					
18	x	x																								2	36					
17	x	x																								2	34					
16	x	x	x	x																						4	64					
15																										0	0					
14	x																									1	14					
13																										0	0					
12																										0	0					
11																										0	0					
10																										0	0					
9																										0	0					
8																										0	0					
7																										0	0					
6																										0	0					
5																										0	0					
4																										0	0					
3																										0	0					
2																										0	0					
1																										0	0					
0																										0	0					

TOTAL: **50** **1210**

24.2
AVG. SPEED

12.0%
% OVER PACE

50
TOTAL NUMBER OF VEHICLES

30
CRITICAL SPEED (85th PERCENTILE)

64.0%
% IN PACE

67
ADT (Source)

21 mph to 30 mph
PACE SPEED

24.0%
% UNDER PACE

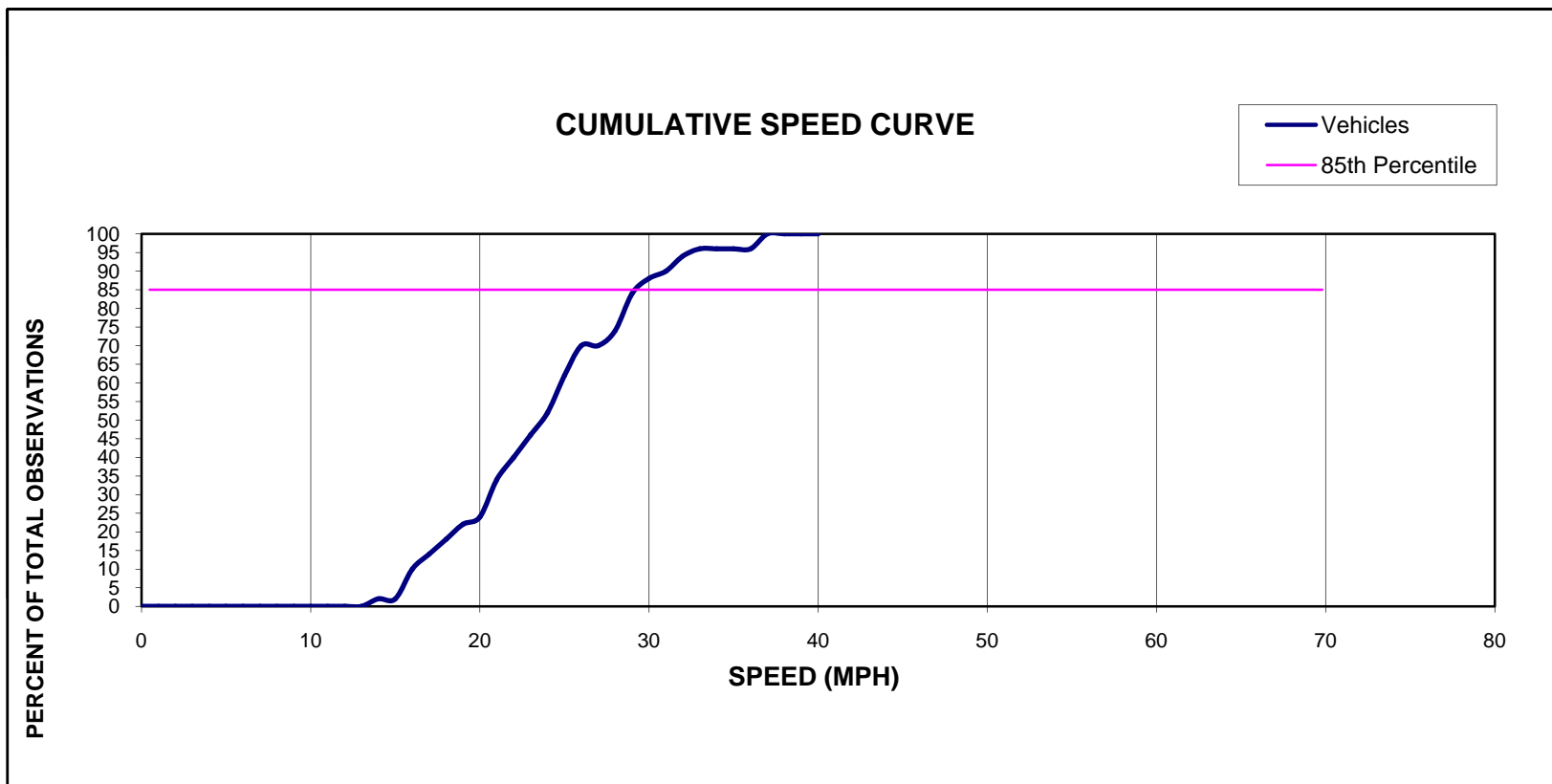
Residential
ROAD CLASSIFICATION

N/A
POSTED SPEED

R. Tuma
OBSERVER

Clear
WEATHER

ROADWAY: **Mattly Avenue**
SEGMENT: **Highway 395 & Mono Basin Visitor Center Drive**
RADAR LOCATION: **North and South of School**
DATE: **3/24/2013 & 3/25/2013**
TIME: **5:30 PM - 8 PM & 7:30 AM - 1:30 PM**
DIRECTION OF TRAVEL: **Both**



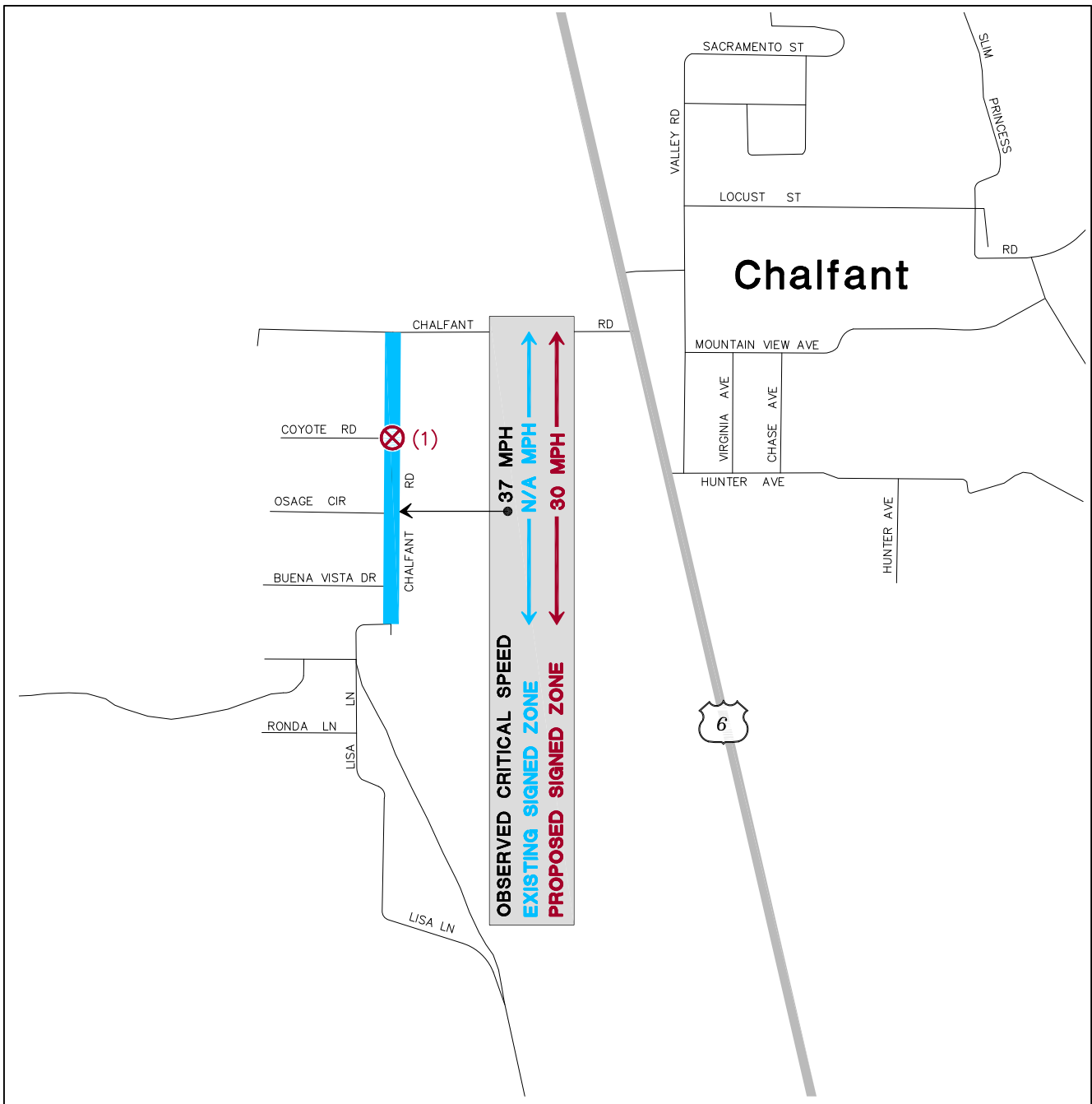
Accident Report

ROADWAY: Mattly Avenue
SEGMENT: Highway 395 & Mono Basin Visitor Center Drive





Date	Location	Time of Day	Weather	Collision Factor	Collision Type	Fatal	Injury	Non-Injury
TOTALS:						0	0	0

NOTE: Collision data obtained from the CHP SWTRS program, and only include reported collisions from 2008-2010.

**CHALFANT ROAD NORTH/SOUTH (CHALFANT ROAD EAST/WEST TO
LISA LANE)**



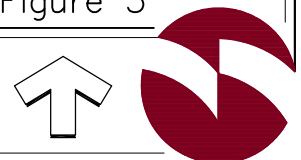
LEGEND

-  STUDY ROADWAY SEGMENT
-  FATAL ACCIDENT COLLISION LOCATION AND NUMBER OF ACCIDENTS
-  INJURY ACCIDENT COLLISION LOCATION AND NUMBER OF ACCIDENTS
-  NON-INJURY ACCIDENT LOCATION AND NUMBER OF ACCIDENTS

Engineering and Traffic Survey (E&TS)

Figure 3

**Chalfant Road (North/South)
(Between Chalfant Rd East/West and Lisa Lane)**



**Mono County Department of Public Works
Speed Limit
Engineering and Traffic Survey (E&TS)**

Street: Chalfant Road (North/South) Survey: Omni-Means
 Limits: Chalfant Road (East/West) & Lisa Lane Field Observer: R. Tuma
 Date: 3/25/2013

Factors

A. PREVAILING SPEED DATA

Location of Survey	Between 2nd Street & Highway 395	
Direction	Both	
85th Percentile	37 MPH	
10 mph Pace	26 MPH	35 MPH
Percent in Pace	69%	
Posted Speed Limit	Not Posted	

B. COLLISION HISTORY

Date Range Covered	<i>From</i> Jan-08	<i>To</i> Dec-10	<i>Duration/Years</i> 3 years
Total Collisions	Fatal 0	Injury 1	Non-Injury 0

C. TRAFFIC FACTORS

Average Daily Traffic	235
Length of Segment	0.5 Miles
Width of Segment	24 Feet
Number of Travel Lanes	2

D. CONDITIONS NOT READILY APPARENT

Conditions Abutting land use includes residential units.
The roadway pavement is uneven with no centerline markings.

Roadway Geometrics The roadway geometrics follows a horizontal curvature along the segment. The stated roadway segment intersects with four other roadways.

Comments There are conditions that are readily apparent to the driver.

E. ADJACENT LAND USE Residential

SURVEY RESULTS

Posted Speed Limit	Not Posted
Critical Speed*	37 MPH
Reduction In Speed For Conditions Not Readily Apparent To Driver?	Yes
Speed Limit Change?	n/a
Recommended Speed Limit	30 MPH

* Nearest 5 MPH

Approved and Authorized for release:
Mono County Department of Public Works

Name _____ Date _____
 Title _____ Public Works Department

VEHICLE SPEED DATA SHEET

ROADWAY: Chalfant Road (North/South)

SEGMENT: Chalfant Road (East/West) & Lisa Lane

DIRECTION: Both

RADAR LOCATION: Between Chalfant Rd (East/West) & Lisa Ln

TIME: 3:45 PM - 7:00 PM

DATE: 3/25/2013

MPH	5					10					15					20					25					30					TOTAL VEH.	TOTAL SPEED
50																									0	0						
49																										0	0					
48																										0	0					
47																										0	0					
46																										0	0					
45																										0	0					
44	x																									1	44					
43																										0	0					
42	x																									1	42					
41	x																									1	41					
40	x																									1	40					
39	x																									1	39					
38	x	x																								2	76					
37	x																									1	37					
36	x																									1	36					
35	x	x	x																							3	105					
34	x	x	x																							3	102					
33	x	x																								2	66					
32	x	x	x	x																						4	128					
31	x	x	x	x																						4	124					
30	x	x	x	x	x	x																				6	180					
29	x	x	x	x	x	x																				6	174					
28	x	x	x																							3	84					
27	x																									1	27					
26	x	x	x																							3	78					
25	x																									1	25					
24	x	x	x	x																						4	96					
23	x																									1	23					
22																										0	0					
21	x																									1	21					
20																										0	0					
19																										0	0					
18																										0	0					
17																										0	0					
16																										0	0					
15																										0	0					
14																										0	0					
13																										0	0					
12																										0	0					
11																										0	0					
10																										0	0					

TOTAL: 51 1588

31.1
AVG. SPEED

17.6%
% OVER PACE

51
TOTAL NUMBER OF VEHICLES

37
CRITICAL SPEED (85th PERCENTILE)

68.6%
% IN PACE

235
ADT (Source)

26 mph to 35 mph
PACE SPEED

13.7%
% UNDER PACE

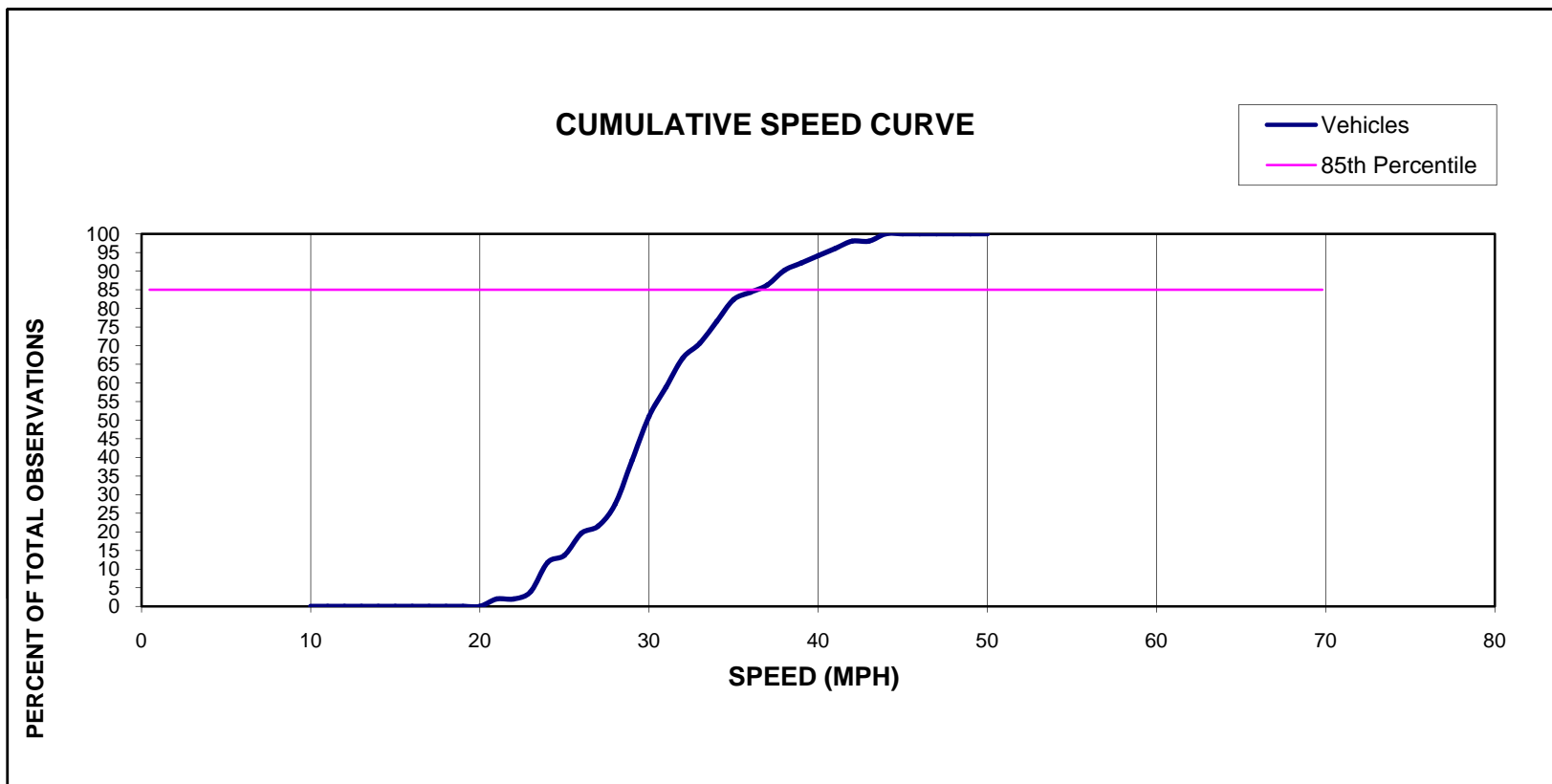
Residential
ROAD CLASSIFICATION

N/A
POSTED SPEED

R. Tuma
OBSERVER

Clear
WEATHER

ROADWAY: **Chalfant Road (North/South)**
SEGMENT: **Chalfant Road (East/West) & Lisa Lane**
RADAR LOCATION: **Between Chalfant Rd (East/West) & Lisa Ln**
DATE: **3/25/2013**
TIME: **3:45 PM - 7:00 PM**
DIRECTION OF TRAVEL: **Both**



Accident Report

ROADWAY: Chalfant Road (North/South)

SEGMENT: Chalfant Road (East/West) & Lisa Lane

Date	Location	Time of Day	Weather	Collision Factor	Collision Type	Fatal	Injury	Non-Injury
8/8/2008	Chalfant Road & Coyote Road	1:00 PM	Clear	Vehicle Code Violation	Vehicle/Pedestrian		1	
TOTALS:						0	1	0

NOTE: Collision data obtained from the CHP SWTRS program, and only include reported collisions from 2008-2010.

APPENDIX

DAILY TRAFFIC VOLUMES

Prepared by NDS/ATD

Volumes for: Tuesday, March 26, 2013

City: Mono County

Project #: 13-7158-002

Location: Lee Vining Avenue from 2nd Street to US-395.

Start Time	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00	0	3			0	2				
12:15	0	2			0	1				
12:30	0	2			0	1				
12:45	0	3	0	10	0	2	0	6	0	16
1:00	0	0			0	1				
1:15	0	2			0	0				
1:30	0	1			0	0				
1:45	0	2	0	5	0	3	0	4	0	9
2:00	0	4			0	3				
2:15	0	2			0	0				
2:30	0	4			0	4				
2:45	0	2	0	12	0	2	0	9	0	21
3:00	0	1			0	3				
3:15	0	9			0	1				
3:30	0	1			0	2				
3:45	0	3	0	14	0	1	0	7	0	21
4:00	0	4			0	4				
4:15	0	4			0	0				
4:30	0	1			0	1				
4:45	0	3	0	12	0	1	0	6	0	18
5:00	1	3			1	1				
5:15	1	1			0	0				
5:30	1	2			0	2				
5:45	0	1	3	7	0	1	1	4	4	11
6:00	0	5			1	1				
6:15	0	0			0	1				
6:30	0	2			1	0				
6:45	0	0	0	7	0	0	2	2	2	9
7:00	1	1			0	1				
7:15	0	2			2	0				
7:30	1	0			2	0				
7:45	1	1	3	4	3	0	7	1	10	5
8:00	6	0			6	0				
8:15	6	1			7	1				
8:30	1	0			4	0				
8:45	0	0	13	1	0	0	17	1	30	2
9:00	2	0			1	0				
9:15	0	0			1	0				
9:30	4	0			1	0				
9:45	2	0	8	0	2	0	5	0	13	0
10:00	0	0			1	0				
10:15	2	0			1	0				
10:30	3	0			2	0				
10:45	1	0	6	0	1	0	5	0	11	0
11:00	0	0			1	0				
11:15	2	1			1	0				
11:30	3	0			3	0				
11:45	1	0	6	1	3	0	8	0	14	1
Total	39	73	39	73	45	40	45	40	84	113
Combined Total	112		112		85		85		197	
AM Peak	7:30 AM				7:45 AM					
Vol.	14				20					
P.H.F.	0.583				0.714					
PM Peak		3:15 PM				1:45 PM				
Vol.		17				10				
P.H.F.		0.472				0.625				
Percentage	34.8%	65.2%			52.9%	47.1%				

Prepared by NDS/ATD

Volumes for: Tuesday, March 26, 2013

City: Mono County

Project #: 13-7158-001

Location: Matty Avenue from Visitor Center Drive to US-395.

Start Time	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00	0	0			0	3				
12:15	0	1			0	1				
12:30	0	2			0	0				
12:45	0	0	0	3	0	0	0	4	0	7
1:00	0	2			0	1				
1:15	0	0			0	0				
1:30	0	0			0	1				
1:45	0	0	0	2	0	0	0	2	0	4
2:00	0	1			0	1				
2:15	0	3			0	1				
2:30	0	1			0	0				
2:45	0	1	0	6	0	1	0	3	0	9
3:00	0	0			0	1				
3:15	0	0			0	0				
3:30	0	1			0	0				
3:45	0	0	0	1	0	0	0	1	0	2
4:00	0	0			0	0				
4:15	0	2			0	2				
4:30	0	0			0	1				
4:45	0	1	0	3	0	0	0	3	0	6
5:00	0	0			0	4				
5:15	0	1			0	0				
5:30	0	0			0	0				
5:45	0	1	0	2	0	2	0	6	0	8
6:00	0	2			0	3				
6:15	0	0			0	1				
6:30	0	0			0	1				
6:45	0	0	0	2	0	0	0	5	0	7
7:00	0	0			0	0				
7:15	0	0			0	0				
7:30	0	0			1	0				
7:45	0	0	0	0	0	0	1	0	1	0
8:00	1	0			0	0				
8:15	1	2			4	0				
8:30	0	5			1	0				
8:45	0	1	2	8	0	0	5	0	7	8
9:00	1	1			0	0				
9:15	0	0			1	0				
9:30	0	0			0	0				
9:45	0	0	1	1	0	0	1	0	2	1
10:00	0	0			0	0				
10:15	0	0			1	0				
10:30	0	0			2	0				
10:45	0	0	0	0	0	0	3	0	3	0
11:00	0	0			0	0				
11:15	0	0			0	0				
11:30	0	0			0	0				
11:45	2	0	2	0	0	0	0	0	2	0
Total	5	28	5	28	10	24	10	24	15	52
Combined Total	33		33		34		34		67	
AM Peak	11:45 AM				7:30 AM					
Vol.	5				5					
P.H.F.	0.625				0.313					
PM Peak	8:15 PM				4:15 PM					
Vol.	9				7					
P.H.F.	0.450				0.438					
Percentage	15.2%	84.8%			29.4%	70.6%				

Prepared by NDS/ATD

Volumes for: Tuesday, March 26, 2013

City: Mono County

Project #: 13-7158-003

Location: Chalfant Road from Buena Vista to northern bend.

Start Time	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00	0	1			0	1				
12:15	0	1			0	1				
12:30	0	2			0	2				
12:45	0	4	0	8	0	2	0	6	0	14
1:00	0	1			0	2				
1:15	0	1			0	3				
1:30	0	0			0	2				
1:45	0	1	0	3	0	1	0	8	0	11
2:00	0	3			0	1				
2:15	0	0			0	3				
2:30	0	0			0	2				
2:45	0	1	0	4	0	3	0	9	0	13
3:00	0	3			0	5				
3:15	0	1			1	1				
3:30	1	1			0	1				
3:45	0	0	1	5	0	4	1	11	2	16
4:00	0	2			0	0				
4:15	0	4			0	2				
4:30	1	1			0	3				
4:45	0	1	1	8	0	6	0	11	1	19
5:00	0	3			0	2				
5:15	2	0			0	3				
5:30	1	1			0	8				
5:45	3	1	6	5	0	2	0	15	6	20
6:00	2	2			1	5				
6:15	3	2			1	1				
6:30	1	1			0	1				
6:45	0	1	6	6	1	4	3	11	9	17
7:00	5	1			1	5				
7:15	4	0			0	3				
7:30	4	3			1	4				
7:45	5	1	18	5	2	1	4	13	22	18
8:00	1	0			1	1				
8:15	2	0			0	2				
8:30	1	0			0	2				
8:45	1	0	5	0	0	0	1	5	6	5
9:00	1	1			1	0				
9:15	2	0			1	0				
9:30	1	0			0	1				
9:45	2	1	6	2	0	3	2	4	8	6
10:00	1	0			0	0				
10:15	3	1			1	0				
10:30	3	1			1	1				
10:45	3	0	10	2	1	1	3	2	13	4
11:00	3	1			4	0				
11:15	3	0			3	0				
11:30	5	0			3	0				
11:45	3	0	14	1	0	0	10	0	24	1
Total	67	49	67	49	24	95	24	95	91	144
Combined Total	116		116		119		119		235	
AM Peak	7:00 AM				10:45 AM					
Vol.	18				11					
P.H.F.	0.900				0.688					
PM Peak	4:15 PM				4:45 PM					
Vol.	9				19					
P.H.F.	0.563				0.594					
Percentage	57.8%	42.2%			20.2%	79.8%				



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS	Probation		
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Kathy Peterson, Social Services and Karin Humiston, Probation
SUBJECT	Child Welfare and Juvenile Probation Services, Child and Family Services Self-Assessment		

AGENDA DESCRIPTION:

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

Receive brief overview of the recently completed Child and Family Services Self-Assessment from Child Welfare and Probation Department staff, and authorize Board Chair to sign assessment for submission to State Department of Social Services for final approval.

RECOMMENDED ACTION:

Approve and authorize Board Chair to execute the Child Welfare and Juvenile Probation Services, Child & Family Services Self-Assessment.

FISCAL IMPACT:

None.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760/924-1763 / kpeterson@mono.ca.gov

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

SEND COPIES TO:
Social Services and Probation Departments

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report - County Self Assessment](#)

[Mono County CSA FINAL](#)

History

Time	Who	Approval
7/8/2013 4:30 PM	County Administrative Office	Yes
7/29/2013 4:11 PM	County Counsel	Yes
7/25/2013 10:08 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
Director

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

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



To: Honorable Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: July 8, 2013

Re: Mono County Child and Family Services Self-Assessment 2013

Recommended Action:

Approve and authorize the Chairman of the Board of Supervisors to execute the Child Welfare and Juvenile Probation Services, Child and Family Services Self Assessment.

Fiscal Impact:

None.

Discussion:

Under current California Law, each County Child Welfare and Probation Department is mandated to prepare, in conjunction with the State Office of Outcomes and Accountability, a Child and Family Services Self-Assessment. The purpose of the County Self-Assessment (CSA) is for each county, in collaboration with their community and prevention partners, to examine their strengths and needs from prevention through the continuum of care, including reviews of the current levels of performance, procedural and systemic practices, and available resources.

Once the CSA has been prepared and reviewed by the State Office of Outcomes and Accountability and the Office of Child Abuse Prevention, it is required to be submitted to the County Board of Supervisors for approval. Upon the Board of Supervisors' approval of the CSA, it is submitted to the State Department of Social Services for final approval.

After completion and approval of the Mono County CSA the county will work together with the state to develop a new Mono County Child and Family Services System Improvement five-year Plan (SIP), which will be due in October of 2013. Thereafter, the next complete CSA and SIP will not be due for another five years. Work on the SIP will commence later this month.

Please let me know if you have any questions or comments regarding the County Self-Assessment process or outcomes. Thank you.

Mono County Child and Family Services Self-Assessment 2013

Child Welfare Juvenile Probation

**Submitted to:
California Department of Social Services
Children's Services Outcomes and Accountability Bureau
Office of Child Abuse Prevention
By
Mono County Department of Social Services
Mono County Probation Department**

June 2013

California's Child and Family Services Review County Self-Assessment Cover Sheet

County:	MONO
Responsible County Child Welfare Agency:	Mono County Department of Social Services Child Welfare Services (CWS)
Period of Assessment:	April 2010 to April 2013
Period of Outcome Data:	County Data Reports: Data Extract Reports CWS/CMS 2012 Quarter 3 Extract
Date Submitted:	April 2013

County Contact Person for County Self-Assessment

Name & title:	Kathryn Peterson, MPH, Director of Social Services
Address:	PO Box 2969, Mammoth Lakes, CA 93506
Phone:	760-924-1763
E-mail:	kpeterston@mono.ca.gov

CAPIT Liaison

Name & title:	Kathryn Peterson, MPH, Director of Social Services
Address:	PO Box 2969, Mammoth Lakes, CA 93506
Phone:	760-924-1763
E-mail:	kpeterston@mono.ca.gov

CBCAP Liaison

Name & title:	Kathryn Peterson, MPH, Director of Social Services
Address:	PO Box 2969, Mammoth Lakes, CA 93506
Phone:	760-924-1763
E-mail:	kpeterston@mono.ca.gov

County PSSF Liaison

Name & title:	Kathryn Peterson, MPH, Director of Social Services
Address:	PO Box 2969, Mammoth Lakes, CA 93506
Phone:	760-924-1763
E-mail:	kpeterston@mono.ca.gov

County Self-Assessment Cover Sheet (continued)

Submitted by each agency for the children under its care	
Submitted by:	Mono County Department of Social Services Director
Name:	Kathryn Peterson, MPH
Signature:	
Submitted by:	Mono County Chief Probation Officer
Name and Title:	Karin Humiston, PhD, MC
Address:	PO Box 2969, Mammoth Lakes, CA 93506
Phone:	760-924-1732
Email:	khumiston@mon.ca.gov
Signature:	

In Collaboration with:		
County & Community Partners	Name(s)	Signature
Board of Supervisors Designated Public Agency to Administer CAPIT/CBCAP/PSSF Funds	Susanne West, Social Services	
County Child Abuse Prevention Council	Didi Tergesen, Mono County Office of Education	
Parent Representative	Kristina McDaniel	
As Applicable¹	Name(s)	
California Youth Connection		
County Adoption Agency (or CDSS Adoptions District Office)	Fresno District	
Local Tribes	John Glazier, Bridgeport Indian Colony	
Local Education Agency	Jan Carr, Assistant to the Superintendent	

Board of Supervisors (BOS) Approval	
BOS Approval Date:	
Name:	
Signature:	

Name and affiliation of additional participants are on a separate page with an indication as to which participants are representing the required core representatives.

¹ **As applicable**, provide the name of a representative from each of these entities as pertinent to relevant outcomes (the adoption composite would include a representative that was engaged in that portion of the CSA, likewise, IEP measure (5A), IWCA (4E), etc. No signature is required.

Table of Contents

Mono County Self-Assessment Title Page	1
Mono County CSA Signature Cover Page 1	2
Mono County CSA Signature Cover page 2.....	3
Table of Contents.....	4-6
Acknowledgements	7-8
I. Introduction	8-9
II. Guiding Principles of CSA.....	9
III. Mono County Self-Assessment Team.....	9-13
A. C-CFSR Planning Team.....	10
B. CSA Core Representatives.....	11
C. CSA Planning Process	11-12
D. Required CSA Core Representative Participation	12
E. Methods Used to Gather Stakeholder Feedback.....	12-13
IV. Demographic Profile	13-22
A. General County Demographics	13-15
B. Child Maltreatment Indicators	16-20
C. Child Welfare and Probation Populations	20-23
V. Public Agency Characteristics	23-28
A. Political Jurisdictions	23-24
B. Child Welfare and Probation Infrastructure.....	24-25
C. Financial/Material Resources	26-27
D. Child Welfare/Probation Operating Services	27-28
E. Other County Programs.....	28
VI. State and Federally Mandated Initiatives.....	28-29
VII. Board of Supervisors Commissions, Boards or Bodies	29
A. Child Abuse Prevention Council (CAPC) and County Children’s Trust Fund Commission.....	30-31
B. PSSF Collaborative	31

VIII. Systemic Factors	31
A. Management Information Systems	31-32
B. Case Review System	32-34
C. Foster/Adoptive Parent Licensing, Recruitment & Retention.....	35-36
D. Staff, Caregiver and Service Provider Training	36-37
E. Agency Collaboration	37-40
F. Service Array	40-44
G. Quality Assurance System	44-46
IX. Peer Review	46
A. Summary	46
B. Focus Area	47
X. State Administered CWS/CMS System Case Review	48
A. Child Welfare Findings	48
1. Strengths and Promising Practices	48
2. Barriers and Challenges	48
3. Recommendations for Change	49
B. Probation Findings	49
1. Strengths and Promising Practices	49
2. Barriers and Challenges	49
3. Recommendations for Change	49-50
XI. Outcome Data Measures.....	50-62
A. Child Welfare	50-61
B. Probation	61-62
XII. Summary Assessment.....	65-69
Attachments.....	70-113
A. Board of Supervisors Minute Order	70
B. CSA Core Representatives	71
C. Child Abuse Prevention Council.....	72
D. Social Services Organizational Table.....	73
E. Probation Organizational Table	74
F. Mono County Organizational Table	75

G. CSA Questionnaire 76-85
H. SB 163 Wrap Plan..... 86-107

Acknowledgements

Mono County Department of Social Services, Child Welfare Services and Probation Department would like to thank the County Self Assessment team members listed below for their contributions to this effort. This report could not have been written without their expertise and dedication. This assessment reflects the information gathered from these CSA team members in an effort to more accurately evaluate the child welfare system and probation services for children and families in Mono County.

Mono County Child Welfare Services and Probation Department

- Dr. Karin Humiston, Chief Probation Officer, Mono County Probation
- Julie Tiede, Former DSS Director
- Kathryn Peterson, Current DSS Director
- Mary Stanley, Former CWS Program Manager
- Marlo Preis, Staff Service Analyst II

Mono County Social Workers and Probation Officers

- Alex Ellis, Social Worker Supervisor II
- Danielle George, Social Worker I
- Sandra Villapando, Social Worker I
- Kathy Freeman, Vocational Assistant
- Curtis Hill, Probation Officer
- Jazmin Puga-Sosa, Probation Officer
- Orlando Mejia, Probation Officer

Interview Teams

- Inyo County Probation, Heather MacArthur and Cindy Felkel
- Placer County Child Welfare, Scott Myers
- Tulare County Child Welfare, Gary Kupfer

Additional Government Agency and Community Partners

- Lynda Salcido - Director, Mono County Health Department
- Sandra Pearce - Mono County Health Dept., Child Abuse Prevention Council
- Robin Roberts, Director, Mono County Behavioral Health
- Robbi Downey - Mono County Behavioral Dept., Child Abuse Prevention Council
- Kathy Peterson – Director, First 5 Mono County
- Susie Bains - Wild Iris and CASA
- Rich Boccia – Formerly w/Mammoth Unified School District
- Stacy Adler – Superintendent, Mono County Office of Education (MCOE)
- Didi Tergesen – MCOE, Child Abuse Prevention Council Coordinator
- Robyn Wisdom - IMACA
- Carolyn Balliet - Foster Parent
- Marc Moscovitz - Mammoth Lakes Police Dept.

- Jennifer Hansen - Mono County Sheriff Dept.
- Natalie Sanders – Mammoth Lakes Hospital
- Zaira Gonzales – Bridgeport Indian Colony
- Hon. Stan Eller and Hon. Mark Magit – County of Mono, Superior Court
- Barbara Miller - MUSD/Husky Club, Child Abuse Prevention Council
- Donna Lisa Knowles - Darkness2Light, Child Abuse Prevention Council
- Kathy Harlander - North Star Counselor/Intern
- Kris McDaniel - Child Abuse Prevention Council
- Irma Munoz – California Dept of Social Services, OCAP
- Joti Bolina – California Dept of Social Services, Outcomes
- Christina Hoerl – California Dept of Social Services, Outcomes
- Erika Pixton - California Dept of Social Services, Outcomes

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.² This C-CFSR process is very similar to and consistent with the federal Child and Family Service Review monitoring practices.

The purpose of the County Self-Assessment (CSA) is for each county, in collaboration with their community and prevention partners, to examine their strengths and needs from prevention through the continuum of care, including reviews of the current levels of performance, procedural and systemic practices and available resources.

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.
2. The Peer Review (previously called the Peer Quality Case Review) will now be integrated into the CSA. This gives rise to two benefits.
 - a. The information received from the Peer Review can be integrated into the CSA findings; and
 - b. The county does not have to create a separate report to the state on the Peer Review, as each county did under the old Peer Quality Case Review process.

² Welfare and Institutions Code sections 10605, 10605.1, and 10605.2; Government Code Section 30026.5

As with previous CSAs 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 CSA will be integrated with the OCAP programs (CAPIT/CBCAP/PSSF), five-year needs assessment for the 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 streamlines duplicative processes, maximizes resources, increases partnerships and improves communication.³

After completion of the Mono County CSA the county will work together with the state to develop a new Mono County System Improvement five-year Plan (SIP), which will be due in October of 2013. The yearly county progress reports for the county SIP remain unchanged; the next complete SIP will not be due for five years. It is expected this new format, for only having new CSA's and new SIP's every five years, will be more conducive to the County/CDSS (Outcomes and OCAP) partnership and better achievement of county outcome goals and program improvements.

II. Guiding Principles of the CSA

The guiding principles of the CSA process are the following:

- The goal of the child welfare system is to improve outcomes for children and families in the areas of safety, permanence and wellbeing.
- The entire community is responsible for child, youth and family welfare, not just the child welfare agencies. The child welfare agency has the primary responsibility to intervene when children's safety is endangered.
- To be effective, the child welfare system must embrace the entire continuum of prevention services and after care prevention.
- Engagement with recipients and the community is vital to promoting safety, permanence and wellbeing.
- Fiscal strategies must be arranged to meet the needs identified in the CSA.
- Transforming the child welfare system is a process that involves removing traditional barriers within programs, our system and other systems.

III. Mono County Self-Assessment Team

Representatives from County agencies, service providers, and the community were invited to participate in the planning process for the County Self

³ CFSR, CDSS, Instructional Manual pp. 3,7

Assessment. To obtain feedback from the community, surveys were sent out to public and private agencies, schools, tribes and others to elicit information regarding services and needs. In addition follow-up efforts were made via email, letters, and telephone calls, and personal visits by the planning team members to obtain information.

Additional interviews were conducted with the Mono County DSS Program Manager, the Chief of Probation, Social Workers, Child Abuse Prevention Council, Mono County Public Health Director, Director of Mono County Behavioral Health, Director of IMACA and the Director of Wild Iris/CASA providing input in the Mono County CSA planning process.

The Self-Assessment Team was chaired by the former Director of the Children's Division of the Mono County Social Services Department, with a defined CSA responsibility to:

- Assist in examining child welfare/probation policies
- Examine agency performance on federal and state outcomes
- Guide in identifying strengths, barriers, and gaps in service delivery
- Review and provide information on systemic factors that affect performance
- Identify programs/networks/partnerships to improve outcomes
- Share the Self-Assessment with other agency staff and community members.

The Self-Assessment Team analyzed the Quantitative Self Assessment Data, qualitative assessment information from the Peer Review (Inyo, Tulare, and Placer counties), and all the information received (interviews and questionnaires) from Core partners, service providers, families, foster care youth, law enforcement, CAPC, and other community groups.

A. Mono County CFSR Planning Team

The Mono County 2012/2013 Child and Family Services Review Planning Team included:

- The former Director of Mono County Social Services;
- The Chief of Mono County Probation;
- The Program Manager of Mono County Child Welfare Services;
- The Staff Services Analyst of Mono County Child Welfare Services;
- The Executive Director of a local Non-profit (Community Service Solutions); and
- A Mono County family who has knowledge of, or received Mono County Child Welfare Services or Mono County Probation Services.

The CFSR Planning Team met six times between September and December 2012. Each meeting was devoted to analyzing and discussing the outcomes related to Safety, Permanency, Wellbeing and Prevention. Specifically, the team discussed, reviewed and edited the CSA

Questionnaire, the December 2012 CAPC presentation, Mono County Probation Outcomes, CWS Strategy and Probation/CWS data analysis.

B. Mono County CSA Core Representatives

The Mono County CSA Core Representatives included a wide variety of agency and community representatives from the probation and child welfare services arena including youth, foster parents, mental health, public health, community organizations, Indian Child Welfare experts representing local Native American tribes, judges, the local hospital, Behavioral Health, CASA, CAPC, education, child care, prevention partners, etc.

Please see Attachment B for the complete list of Mono County CSA Core Representatives.

C. CSA planning process

As mentioned above the CSA Planning Team met six times between September and December 2012. On each occasion the focus of the meeting was different; however, the overall strategy of the CSA Planning Team was to develop a specific outline to follow throughout the CSA process, specifically:

- For this CSA the county would use a questionnaire that would be distributed to all the CSA stakeholders;
 - This was done because of the large size of the county, small population and difficulty to get stakeholders to focus groups.
- The Independent Contractor (Community Service Solutions of Walker, California) hired to write the CSA would develop the questionnaire and bring it back to the CSA Planning Team for review.
- The Independent Contractor would personally contact each of the CSA Core stakeholders to facilitate the completion of the CSA questionnaire.
- The CWS and Probation members of the CWS Planning Team would gather all appropriate program material/data for the baseline data period.
- The Independent Contractor would assimilate all of the above material by January 2, 2013 and return it to the CSA Planning Team so it would be available for the Peer Review process.

The CSA Planning Team also decided that the baseline data period for the CSA would be CWS Outcomes System Summary for Mono County, Data extract Q4 2011⁴; these data extract reports are published by UC Berkeley every quarter. Data extract reports (2012) for Q1, Q2, and Q3 will also be used to show quantitative data trends in Mono County CWS performance.

⁴ <http://cssr.berkeley.edu/ucb/childwelfare>

Additionally, SafeMeasures data will be used to support and augment the data extract reports from UC Berkeley.

The qualitative assessment of Mono County current CWS and Probation performance will be achieved utilizing the following methods:

- The Peer Review process with Inyo, Tulare, and Placer counties;
- Core Stakeholder interviews;
- Information received from CSA Questionnaire;
- Information received from Strengthening Families Program Self-Assessment questionnaires
- Continuing feedback through the CSA process by Core Partners, service providers, family, Foster Care youth, law enforcement, CAPC, and other community groups.

The CSA Planning Team served as the key coordinating working group for the Mono County CSA, which will include referral of data to Core Stakeholders, approval of CSA drafts, referral of CSA drafts to CDSS, approval of final CSA document and referral of final CSA report to the Mono County Board of Supervisors for approval.

D. Required CSA Core Representative Participation

As required by the California-Child and Family Services Instruction Manual⁵, Mono County Child Welfare Services and the Mono County Probation Department have gotten all the required representatives and most of the recommended stakeholders to participate in the Mono County 2012/2013 CSA.

These Stakeholders (required and recommended), will provide input and guidance throughout the CSA process as part of the C-CFSR Team and in implementing the SIP when completed. Please note:

- The Mono County BOS has designated the Mono County Child Abuse Prevention Council to oversee the County's Children's Trust Fund (CCTF).;
- The BOS designated public agency is Mono County Department of Social Services to administer CAPIT/CBCAP/PSSF programs.
- The CAPC is the Mono County PSSF Collaborative.

(Please see Attachment B for the list of Core Participants)

E. Methods Used to Gather Stakeholder Feedback for the Assessment

For this CSA the county will use a specifically designed CSA questionnaire that will be distributed to all the CSA Stakeholders (see

⁵ California Child and Family Services Review, Instruction Manual, CDSS (v.4) 9/6/12 pp 7,8

Attachment E). This method for contacting the Stakeholders was done because of the large size of the county, small population and difficulty to get Stakeholders to focus groups.

The Independent Contractor will personally contact each of the CSA Core Stakeholders to facilitate the completion of the CSA questionnaire. Through this process the Independent Contractor will record any additional information from each Stakeholder that can be used in the CSA assessment.

Additionally, the CSA analysis will include data from a Strengthening Families Program Self-Assessment questionnaire that was recently completed in April of 2012. The information from this questionnaire will be analyzed and compared to the CSA questionnaire results. The Strengthening Families Program Self-Assessment questionnaires include a number of the Core CSA Stakeholders but also a significant number of community members, which will facilitate collaboration and feedback to the CSA process.

IV. Demographic Profile

A. General County Demographics

Mono County is located on the eastern side of the Sierra Nevada Mountain Range. This 400-mile range separates Mono County from much of California, accessible by three mountain passes buried by winter storms until May or June. Although, the land area is fairly large, 3,044 square miles, approximately three times the size of Rhode Island, Mono County is sparsely populated having only 4.2 persons per square mile.

Mono County is “a destination for national and international visitors (over 570,000 a year), forested wilderness areas, family-friendly communities and world class resorts offer the best of California mountain life, in every season. From lake side cabins to the wide-open ski trails of Mammoth and June Mountains, from horseback riding, camping, and ATV off-roading to natural hot springs⁶” Mono County offers a mountain lifestyle unique to California.

Based upon 2010 Census estimates the population of Mono County is 14,309 persons for 2011 (see Table 1). Mono County ranks as the third smallest county in California based upon population. There are no metropolitan areas in Mono County. The town of Mammoth Lakes is the largest and only incorporated city in Mono County with an estimated 7,700

⁶ <http://www.monocounty.ca.gov/cao/page/welcome-county-administrative-officer>

permanent residents⁷, which is a slight increase over the 7,254 year round residents for 2009.⁸

The Population, percent change, April 1, 2010 to July 1, 2011 was .08% for Mono County, compared to 1.2% for the state as a whole.⁹ The rural and isolated characteristics of Mono County significantly influence the demographic profile of Mono County. Long distances separate small communities in the county. There are three very distinct areas in Mono County, South, North and East.

Table 1 Mono County, California

People Quick Facts

Population, 2011 estimate	14,309
Population, 2010 (April 1) estimates base	14,202
Population, percent change, April 1, 2010 to July 1, 2011	0.8%
Population, 2010	14,202

United States Census Bureau¹⁰

The Northern Mono County Area is composed of three primary areas; Topaz, Coleville/Walker, and Bridgeport. The Topaz and Coleville/Walker area is mainly composed of farmers and senior citizens receiving various types of public assistance with a total population of less than one thousand. Bridgeport is the county seat of Mono County, with a resident population of less than eight hundred. Because of the extreme winter weather Bridgeport is primarily a summer recreation area with few businesses open during the winter months.

The Eastern Area of Mono County is the area of Benton and Chalfant located in a valley east of Mammoth Lakes; the population of Benton and Chalfant is less than five hundred. This area is very rural with very few services and no defined town community.

Most of Mono County's population is in Southern Mono County with most of the residents in the town of Mammoth Lakes, with over 7,700 residents¹¹. Second-home owners prevail in the county with only 3,228 owner-occupied of the 13,912 Mono County housing units (see table 2). Additionally, table 2 shows that of the 13,912 available housing units

⁷ <http://articles.latimes.com/2012/jul/02/local/la-me-mammoth-lakes-20120703>

⁸ Mono County 2010 CSA/ California Department of Finance figures for 1/1/2009

⁹ <http://articles.latimes.com/2012/jul/02/local/la-me-mammoth-lakes-20120703>

¹⁰ <http://quickfacts.census.gov/qfd/states/06/06051.html>

¹¹ <http://articles.latimes.com/2012/jul/02/local/la-me-mammoth-lakes-20120703>

8,144 units are unoccupied, which is also an indicator of the housing slump, investment property and vacation homes.

County issues and concerns are mixed between residents and vacation/investment property owners. While both groups place high value on environmental issues, residents are concerned about increasing employment opportunities, schools, roads, transportation and accessible services, such as medical and social services.

“In terms of percentage population growth, the Town of Mammoth Lakes has been growing faster than Mono County and the State of California as a whole during the past 20 years. The fastest growing age segment since 2000 were seniors (persons age 65 and over), increasing 73%. Persons of Hispanic/Latino descent also increased significantly since 2000 and currently comprise about one-third of the Town’s population.”¹²

Table 2	Mono County Housing Status
<i>Total</i>	<i>13,912</i>
Occupied	5,768
Owner occupied	3,228
Population in owner occupied (Number of individuals)	7,449
Households with individuals under 18	1,641
Vacant	8,144
Vacant: for rent	1,125
Vacant: for sale	118

United States Census Bureau¹³

Most California counties have homeless shelters that are operated by nonprofit organizations and many of those organizations are faith based. However, there are no homeless shelters in Mono County, this being the case, with the high mountain environment and extreme weather, homelessness can be an emergency in Mono County. Out of Mono County’s 14,202 2011 residents, 1,279 qualified for MediCAL benefits in August 2011. Of those, only 67 are age 65 or older, but 755 are 0 to 18 years old, including 647 who officially live in poverty.¹⁴

¹² http://www.mammothlakeshousing.com/files/mammoth_lakes_housing_needs_assessment.pdf

¹³ <http://2010.census.gov/2010census/popmap/ipmtext.php?fl=06>

¹⁴ <http://www.mammothtimes.com/content/poverty-rises-mono-county>

B. Child maltreatment indicators

Serving the entire population is a challenge for public and private agencies in the County especially considering low numbers of staff. Serving the smaller populated areas of the county is difficult. Although Mono County Social Services and Probation have offices and staff in both the north and south areas of the county, many community partners have offices only in Mammoth Lakes, and reaching the smaller populated areas of the county is difficult and for some not feasible. This can limit the services provided to a family. It is important to note that these small numbers skew our county's outcome data reports. One child or family can result in outcome measure results lower or higher than Federal and State standards. Probation, CWS, and Public Health have been able to coordinate successfully together in reaching these families, often traveling together for joint meetings with families in their homes. Mental Health staff has been limited in meeting with families in areas outside of their offices. Once again, travel for all community partners can be an obstacle. When staff is located in Mammoth Lakes and the family in the town of Walker, travel time one way in good weather is an hour and half.

Both the March of Dimes Peristats and Kidsdata suppress the data on Newborn Low-Birth Weight infants for Mono County because the numbers are so low i.e. there were fewer than 20 cases. Historically, families travel to neighboring counties or Nevada to give birth to their children; Mono County has only one hospital in Mammoth Lakes. In 2010 Kidsdata also suppressed all childbirth data for Mono County because there were fewer than 20 cases.¹⁵

Mono County is one of California's more affluent rural counties. Mono County's poverty level, based on 2000 census figures, was 9.6% as compared to the State of California average in 2000 of 12.4%.¹⁶ The 2007-2011 American Community Survey figures show that:

- All People in Mono County @ 11.2% below the poverty line;
- All Mono related children under 18 years @ 13.3% below the poverty line;
- All Mono related children under 5 years and 5-17 years @ 12.5 % below the poverty line.¹⁷

Comparatively, the same U S Census Bureau 2011 American Community Survey shows that California as a whole has:

- All People in California @ 16.6% below the poverty line;
- All California related children under 18 years @ 22.8% below the poverty line;

¹⁵ <http://www.kidsdata.org/data/topic/table/births.aspx>

¹⁶ Mono County 2010 CSA/US Census Bureau 2000

¹⁷ <http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml.p3>

- All California related children under 5years @ 24.7% and 5-17 years @ 21.7% below the poverty line.¹⁸

This data illustrates Mono County over time has:

- 5% fewer people below the poverty line than California in general;
- 9.5% fewer children under the age of eighteen living below the poverty line than California in general;
- 12.2% fewer children under 5 years below the poverty line than California in general; and
- 9.2% fewer children 5-17 years below the poverty line than California in general.

While child maltreatment occurs in many forms and across all socio-economic groups, we know that most parents who live in poverty do not maltreat their children. However, research shows that children who grow up in poverty can be more vulnerable to some forms of maltreatment, particularly neglect and physical abuse.¹⁹ They also have an increased risk of adverse experiences and negative outcomes, both in the short and long term. Mono County's lower maltreatment indicator is reflective of Mono County's lower CWS referrals.

As mentioned previously Mono County has a great number of tourists (approximately 570,000 each year), which ranks tourism as the major industry in Mono County. The next leading employer in Mono County is Government (county, state, federal). In several of the small communities, including the county seat of Bridgeport, law enforcement, the U.S. Forest Service and various county services are the major employer.

2007-2011 Census estimates show that the median value of Mono County homes are \$428,600, which is higher than the median California home price of \$421,600.²⁰ As both Tables 1 and 2 indicate housing is difficult to find for renters. Of the 13,912 housing units available in the county there are only 2,540 housing units available for rent, which is 6,531 individuals or 45% of Mono County's population. These renters are typically families who rely on the service industry for employment that face various stressors that include seasonal employment (skiing, hiking, dirt biking and other outdoor activities), relatively low wages, and lack of adequate child care.

Mono County's population is less diverse than the State of California as a whole (table 3). The 2010 CSA showed that 70.2% of Mono County's

¹⁸http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_11_1YR_DP03&prodType=table

¹⁹ http://www.nspcc.org.uk/Inform/research/briefings/povertypdf_wdf56896.pdf

²⁰ <http://quickfacts.census.gov/qfd/states/06/06051.html>, p1

residents were White, Hispanics 23.6% and Native Americans 2.9%; with other minorities representing less than 2% of the population. From 2008 through 2011 there was a slight 3% decrease in the White population and a 3.4% increase in the Hispanic population. During this period there have been significant layoffs/terminations to long term employees in Mammoth Lakes because of the fiscal condition of the town, and to recreational jobs, because of the lack of snow for skiing/snow boarding over the last couple of years. Hispanic workers continue to fill the lower paying jobs.

Table 3 District Results for Mono County Ethnicity

Description	2008	2011	California 2011
County Population, Estimated	12,774	14,309	37,691,912
Ethnicity, Estimated			
Black	1.0%	0.6	6.6
Native American	2.9%	2.6	1.7
Asian	1.4%	1.7	13.6
Hispanic	23.6%	27	38.1
White	70.2%	67.2%	39.7
Other	0.9%	0.9	0.3

<http://quickfacts.census.gov> ²¹

There continues to be two small Federally Recognized Native American tribes located in Mono County, one in the County Seat of Bridgeport and one in the rural Benton area. The number of families receiving Public Assistance (Cal Works) remains relatively unchanged from 2010 CSA; the 2010 CSA showed 40 families receiving assistance, the current 2012 number of families receiving assistance is 39.

The number of children born to teen parents in Mono County is very low and has been withheld to protect the privacy of the parents/family.²² Mono County children receiving age appropriate vaccinations in 2010 was 92.7%, at the last CSA the Mono County Health Department reported a 93% vaccination rate.²³

The “Mono County Office of Education School District spends \$24,303 per year per student. 41% of students here receive reduced price lunches. The most common ethnicities are Hispanic and White. The graduation rate in the Mono County Office of Education School District is 77%.”²⁴

²¹ 2010 CSA, <http://quickfacts.census.gov/qfd/states/06/06051.html>, p1

²² http://www.kidsdata.org/data/topic/table/teen_births.aspx

²³ <http://www.kidsdata.org/data/topic/table/immunizations-kindergarteners.aspx>

²⁴ <http://www.zillow.com/ca/districts/mono-county-office-of-education-school-district-444420/>

Mono County “Special Education services are operated by the Mono County Office of Education, Eastern Sierra Unified School District and Mammoth Unified School District. All services are coordinated by the Mono County Special Education Local Plan Area (SELPA), and are available for children from infant through 22 years. Special Education Services are offered to eligible individuals in programs designed to: promote maximum interaction between students in special education and the general school population, allowing maximum interaction while still meeting the unique needs of the child in Special Education.”²⁵ There are approximately 200 children/youth enrolled in the Special Education program at any one time.

Table 4 District Results for Mono County Office of Education

CDS	Name	Cohort Students	Cohort Graduates	Cohort Graduation Rate	Cohort Dropouts	Cohort Dropouts Rate	Cohort Special Ed Completers	Cohort Special Ed Completers Rate	Cohort Still Enrolled Rate	Cohort GED Completer Rate
26	Mono	135	98	72.6	18	13.3	*	1.5	6.7	5.9

monocoe.org/programs/special-education 23

Table 5 District-wide Graduation Race/Ethnicity Results

Race/Ethnicity	Cohort Students	Cohort Graduates	Cohort Graduation Rate	Cohort Dropouts	Cohort Dropouts Rate	Cohort Special Ed Completers	Cohort Special Ed Completers Rate	Cohort Still Enrolled Rate	Cohort GED Completer Rate
Hispanic or Latino of Any Race	62	40	64.5	12	19.4	*	0.0	8.1	8.1
American Indian or Alaska Native, Not Hispanic	*	*	20.0	*	20.0	*	0.0	40.0	20.0
Pacific Islander, Not Hispanic	*	*	0.0	*	100.0	*	0.0	0.0	0.0
White, Not Hispanic	25	19	76.0	*	16.0	*	0.0	4.0	4.0
Not Reported	42	38	90.5	*	0.0	*	4.8	2.4	2.4

data1.cde.ca.gov/dataquest/CohortRates/GradRates

Cohort Outcome Data for the Class of 2010-11 (Tables 4 & 5) shows that:

- Hispanic /Latino children had a 19.4% dropout rate;
- Native American children all completed their graduation through GED’s;
- White students graduated at a 76% rate.

²⁵ <http://www.monocoe.org/programs/special-education>

Mono County Behavioral Health offers “counseling, therapy, case management, psychiatry, as well as alcohol and other drug treatment to Mono County residents. Mono County Behavioral Health is here for all Medi-Cal beneficiaries and any other county resident who needs counseling or case management services.”²⁶

Mono County Behavioral Health also offers drop-in Wellness Centers in the Sierra and Antelope Valley. “The mission of these two centers is to provide a safe and comfortable drop-in center, which gives all community members the opportunity to learn, grow, and connect in the company of others. We sponsor activities in both Mammoth Lakes and Walker/Coleville. Services and activities are free of charge for all community members.”²⁷

The “Mono County Alcohol and Drug Program provides outpatient drug rehab and alcohol treatment for individuals and families seeking recovery from the pain of alcoholism and drug abuse. The Mono County Alcohol and Drug Program offers substance abuse treatment, drug detox and sober living addiction treatment.”²⁸

The four year percent of juvenile felony arrests among youth under age 18 for 2006, by type of offense; Drug and Alcohol, Property Offences, Sex Offenses, and Violent offenses is so small it is repressed to protect the privacy of the participants in the programs and the parents/family.²⁹

C. Child Welfare and Probation Populations

The following analysis of the Mono County Child Welfare and Probation data is intended to reflect the reasons families enter the system and to make sure their needs are met.

Table 6 shows the Mono County Jan 1, 2011 to Dec 31, 2011 Child Welfare Dynamic System Report for Children (0-17) and Children with Child Maltreatment Allegations, Substantiations, and Entries.

Table 6 CWS Participation Rates

Age Group	Total Child Population	Children with Allegations	Incidence per 1,000 Children	Children with Substantiations	Incidence per 1,000 Children	% of Allegations	Children with Entries	Incidence per 1,000 Children	% of Substantiations
Under	172	1	5.8	0	0.0	0.0	0	0.0	0.0

²⁶ <http://www.monocounty.ca.gov/behavioral-health>

²⁷ <http://www.monocounty.ca.gov/behavioral-health/page/wellness-centers>

²⁸ <http://www.rehabdirectory.com/sober-living/california/mono-county-alcohol-and-drug-program.html>

²⁹ http://www.kidsdata.org/data/topic/table/juvenile_arrests-offense.aspx,

Age Group	Total Child Population	Children with Allegations	Incidence per 1,000 Children	Children with Substantiations	Incidence per 1,000 Children	% of Allegations	Children with Entries	Incidence per 1,000 Children	% of Substantiations
1									
1-2	392	12	30.6	3	7.7	25.0	0	0.0	0.0
3-5	556	24	43.1	6	10.8	25.0	0	0.0	0.0
6-10	820	36	43.9	3	3.7	8.3	0	0.0	0.0
11-15	830	53	63.8	11	13.3	20.8	0	0.0	0.0
16-17	340	12	35.3	1	2.9	8.3	0	0.0	0.0
Total	3,110	138	44.4	24	7.7	17.4	0	0.0	0.0

berkeley.edu/ucb_childwelfare³⁰

**Table 7. Children with one or more Allegations, by Type
Jan 1, 2011 to Dec 31, 2011**

Allegation Type	Age Group						Total
	Under 1	1-2	3-5	6-10	11-15	16-17	
Sexual Abuse	.	.	1	3	10	5	19
Physical Abuse	.	3	6	8	11	4	32
Severe Neglect	.	.	2	1	2	.	5
General Neglect	.	7	12	16	17	2	54
Exploitation
Emotional Abuse	1	2	3	8	8	1	23
Caretaker Absence/Incapacity	4	.	4
At Risk, Sibling Abused	1	.	1
Substantial Risk
Missing
Total	1	12	24	36	53	12	138

A child is counted only once, in category of highest severity.
berkeley.edu/ucb_childwelfare CWS/CMS 2012 Quarter 4 Extract.

The total child population for Mono County children was 3,110 ending December 31, 2011, compared to 2008 where the 2010 CSA reported 2,979. This is approximately a five percent growth rate or 131 children for this period. Although table 6 participation data for allegations and substantiations are lower than the state incidence per 1,000 children (51.9

³⁰ http://www.kidsdata.org/data/topic/map/juvenile_arrests-offense.aspx

allegations/ 9.6 substantiations), the small population of children in Mono County should be taken into account when making that comparison.

A better way to compare Mono County's allegation rate vs. substantiation rate would be the substantiation percentage of the allegations. Mono County's substantiation percentage of allegations is 17.4%, which is comparable to the states 18.4% rate for the same time period.

It should be noted that there are no placement entries for Jan 1, 2011 to Dec 31, 2011. Historically Mono County has very few placements and has only one temporary foster home, which is used while permanent homes are found. Typically, permanent foster homes for Mono County children are located in Inyo or Kern counties.

Table 8 shows the CWS 2011/2012 Open/Placement Types³¹. This data shows the very low participation rates in foster home placements. This data also indicates that the last time a case was terminated from CWS/CMS was January 2011. There were also no terminated cases in the CWS/CMS system for the 2009/2010 fiscal year.

Table 8 CWS/CMS Open/Placement Types

	Average Open Cases Per Month	Gender	Ethnicity	Average Age	Placement Type	Terminated Cases
2012/2013	3	M: 3 F: 2	Hisp: 2 Native: A: 3	15 yrs.	Group Home: 4 WRAP: 1	0
2011/2012	2	M: 1 F: 2	Blk: 0 Hisp: 0 White: 2 Amer. Ind: 1 Asn/Pac Is. 0	15 yrs	Relative Home 0 Cert. Fam. Agency 0 Foster Fam. Home 0 Group Home 3 Other/unspecified 0 Other Facility 0	0
2010/2011	2.75	M: 1 F: 2	Blk: 0 Hisp: 0 White: 2 Amer. Ind: 1 Asn/Pac Is. 0	15.8 yrs	Relative Home 2 Cert. Fam. Agency 0 Foster Fam. Home 0 Group Home 1 Other/unspecified 0 Other Facility 0	1
2009/2010	6.8	M: 3 F: 4	Blk: 1 Hisp: 1 White: 5 Amer Ind: 0 Asn/Pac Is: 0	15.4 yrs	Relative Home 5 Cert. Fam. Agency 1 Foster Fam. Home 1 Group Home 1 Other/unspecified 0 Other Facility 0	0

Safe Measures 3

³¹ Mono County SafeMeasures 2009/2012

2010 Probation Participation Rate: Probation caseloads average about 20 per month. Two or three cases are added per month. In 2008, one juvenile was in placement for the entire year. Another juvenile probationer was involved in Wraparound services for a year. Informal Probation involves 3-5 cases per month.

V. Public Agency Characteristics

Mono County was incorporated in 1861. It is a rural county in Central California located on the eastern side of the Sierra bordered by Alpine County to the north, the state of Nevada to the East, Inyo County to the South and Mariposa, Tuolumne County, and Fresno County to the west. The county seat of Mono County is Bridgeport.

A. Political Jurisdictions

The Mono County Board of Supervisors consists of representatives from five districts. Board meetings are held on the first, second, and third Tuesday of each month.

Tribes – Mono County has two federally recognized tribes: Bridgeport Indian Colony and the Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation. Social Services for these Reservations are handled by Toiyabe Indian Health Project (TIHP). TIHP provides foster homes, counseling, and substance abuse treatment services for Native Americans. CWS works cooperatively with TIHP on a case by case basis.

School Districts – Mono County has two school districts, Eastern Sierra Unified School District (ESUSD) and Mammoth Unified School District (MUSD). The Mono County Office of Education (MCOE) provides services that support the districts including continuation and alternative schools, support with curriculum and instruction, and the School Attendance Review Board (SARB).

Mono County schools are the largest source of child abuse referrals to CWS. The school districts and the Mono County Office of Education provide Mandated Reporter training for their staff.

CWS has a good working relationship with the districts and principals. When communication issues arise the Mono County DSS Director meets with the district superintendent and principals. Mono County CWS and Juvenile Probation are members of the School Attendance Review Board (SARB).

Law enforcement agencies – There are two law enforcement agencies in our county: Mono County Sheriff's Department, and Mammoth Lakes

Police Department. CWS works well with both agencies. Both law enforcement agencies are members of the SARB (referenced above).

Superior Courts – There are two superior court judges in Mono County. Court is held in both Mammoth Lakes and Bridgeport on alternating days of the week. Where a family resides in the county designates, in most cases, which court location is used. Probation and CWS both have offices located within easy walking distance of both courts. CWS and Probation staffs have an excellent relationship with court staff and judges.

Cities - The county seat is Bridgeport located in central Mono County on Highway 395. The largest community is Mammoth Lakes in southern Mono County. Other towns and concentrations of population in the county are Benton, Chalfant Valley, Lee Vining, June Lake, Crowley Lake, Tom's Place, Walker, Coleville, and Topaz Lake.

B. County Child Welfare and Probation Infrastructure

Mono County Department of Social Services has twenty seven (27) employees; four of whom currently comprise Child Welfare Services within the Department. Six positions are allocated to CWS; currently only four of the six positions are filled.

The CWS/Social Worker unit is assigned Child Protective Services, Adult Protective Services, In Home Supportive Services and Conservator casework.

Each Social Worker is responsible for all CWS functions, including Emergency response (ER), Family Reunification (FR), Family Maintenance and Permanent Placement (PP). In addition Social Workers prepare court reports and appear in court, and are responsible for data entry into CWS/CMS. A Vocational Assistant is assigned to CWS for supportive clerical duties, transporting of children and families, and data entry duties in CWS/CMS.

Current composition of CWS includes a Social Worker Supervisor II, two Social Worker I/II's, and one Vocational Assistant. CWS is in the process of hiring a new English speaking-only Social Worker I who has just completed her Master of Social Work degree. The department last recruited for a Social Worker III in April 2013 without success. The department will recruit again during the first half of SFY 2013-14.

The Supervisor II supervises the CWS workforce, and reports to the Department Director. This Supervisor II position is considered an under-fill of the previous CWS Program Manager position, which the Department has struggled to fill and maintain. When the department is short-staffed, as it is now, the Supervisor II must also carry a caseload and assist the

Social Worker I/II's with the most difficult cases. This prompts increased overtime hours, and makes timely completion of administrative duties very challenging. This also impacts timely data entry into the CMS/CWS system.

Social Workers for Mono County are recruited through a centralized personnel system called Merit Systems Services. Positions are listed on-line at <http://www.mss.ca.gov/> and on the Mono County website at www.monocounty.ca.gov for a two to three week period. Candidates are interviewed by the CWS Supervisor II and a Social Worker, along with one or two other members of the Social Services Department Staff. When selecting candidates, the team evaluates an individual's qualifications and likelihood of meshing well with existing staff, along with their apparent desire to work in isolated Mono County, travel long distances in inclement weather, perform duties within all of the CWS functions, and work under stressful conditions with a small team in cramped quarters.

The remoteness of the county and the high cost of living make recruitment to Mono County difficult. Mono County Social Workers are required to possess a combination of college credits and employment experience. The educational background of current Social Worker staff includes a Licensed Marriage and Family Therapist (Supervisor II); Degree in Child Development (Social Worker II); Master of Social Work, working toward Licensed Clinical Social Worker credential (Social Worker I). In addition, the department is in the process of hiring a Social Worker I who has just completed an MSW program. Monthly salary for the Social Worker Supervisor II ranges from \$5,949-\$7,230; Social Worker II's earn \$3,722-\$4,523 per month; Social Worker I/II's range from \$3,056 - \$4,099 per month; and, Vocational Assistants earn \$2,634-\$3,201 per month.

Three CWS staff members are White/non-Hispanic and one is White/Hispanic. Only one of the four staff is bilingual (Spanish/English speaking). The CWS Supervisor II has over 18 years of experience in social work, while the Social Worker I/II's and the Vocational Assistant all have less than two years direct experience in the Child Welfare Services field. The current supervisor-to-worker ratio is 1:3. If the Department is ever fully staffed, the ratio would be 1:5.

Mono County has five Deputy Probation Officers within the department. One DPO is assigned the juvenile caseload. Another DPO is assigned those juveniles ordered to placement and manages their case plan. Prior to the writing of this CSA the Probation population participation data is not being entered into the CWS/CMS system. As of the writing of this CSA the new Probation staff was given the password to enter the Probation population data into the CWS/CMS system. The ongoing entry of this data into the CWS/CMS system will be monitored in the 2013 SIP through benchmarks/goals.

C. Financial/Material Resources

Mono County is spending the entire CWS basic allocation and utilizing opportunities to overmatch with additional Federal dollars designated for CWS. In addition Mono County utilizes several funding opportunities to achieve positive outcomes for at risk children and their families. These include:

Differential Response – Although Differential Response does not involve additional funding, community resources are utilized to assist families with preventative services before they become involved with the CWS or Juvenile Probation system. Differential Response is also used to leverage service for CWS clients via public and private community services. County Mental Health, Public Health, Probation, and Social Services collectively worked together to develop a Differential Response plan. Wild Iris (domestic violence and sexual assault) and Inyo Mono Area Community Action Agency (IMACAA) also contributed to its development.

Wraparound funding – The Mono County Probation Department, Social Services and Mono County Mental 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. 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 does whatever it takes to find a provider and provide the family with services needed.

Child Abuse Prevention, Intervention, and Treatment (CAPIT) funding in fiscal year 2012/2013 supports the *Parenting Partners* Home Visiting Program, and Parenting and Co-Parenting classes. CAPIT Services provide preventative services for the general public as well as clients referred via Differential Response, Voluntary Family Maintenance (VFM), Court Ordered Family Maintenance (FM), and Family Reunification (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.

Community Based Child Abuse Prevention Program (CBCAP) funds support a contract with Wild Iris for the provision of mental health services, Child Abuse Prevention and Awareness activities, and the Parent Support Groups and Self-Help Program. The Mental Health Program is provided to families as prevention of child abuse and neglect. Direct Mental Health Services are provided. The Child Abuse Prevention and Awareness Program provides public education and awareness activities to the community including radio and newspaper advertising and community

events. The Parent Support Groups and Self-Help Program provides a vehicle for education and support via interactive parent support groups to vulnerable families in Mono County.

Wild Iris uses Promoting Safe and Stable Families (PSSF) funding for the Family Safety and Stability program providing services in Family Preservation, Family Support, Time-Limited Family Reunification, and Adoption, Promotion and Support. These services include individual and family counseling and referral services. These services are provided to CWS and Probation Departments who will decide how PSSF funds will be utilized by Mono County to help Mono County children and families.

County Children's Trust Fund – These funds are overseen by the Child Abuse Prevention Council (CAPC), which is also the County Children's Trust Fund Commission and are geared toward county-wide prevention efforts. CCTF funding was used in FY 2011/12 to assist with costs in providing free dental exams in Mono County and provided Strengthening Families training for a core group of community members.

Foster Parent Training and Recruitment fund – These funds are used for advertising, special recruitment events, and assisting foster parents to meet licensing requirements (e.g. paying for First Aid/CPR training), and foster parent appreciation events, Foster Parent Training and Recruitment funds (approximately \$2,000) are Federal funds received annually.

Independent Living Program funds are used for ILP services for CWS and Probation foster youth. Mono County provides monetary incentives of \$50 a month for foster youth. ILP funds are also used for clothing and work related expenses, on-line driver's license classes, and school related expenses. Mono County has underutilized ILP funding. CWS and Probation will discuss the utilization of this funding in 2013 SIP. In addition, better utilization of county resources for foster youth such as WIA and the local community college will be discussed.

Kinship Foster Care Funds Emergency Funds assist relative home, NREFMs, and foster homes and may be used to purchase items such as beds for foster children or other furniture items (replacing stove or refrigerator), and for example, paying for child care. Mono County only receives \$5,000, but did not expend this funding last year.

D. Child Welfare/Probation Operated Services

Probation utilizes Wraparound Services for youth at risk for group home placement. A variety of services are provided including individual counseling for the youth, family counseling, and mentoring for the youth. There is also coordination with the school including Probation present at IEPs. There are six month Court Reviews and progress reports for Wraparound youth.

CWS Staffing characteristics/issues, including:

1. Staff turnover – Mono County CWS has had much turnover in the Social Worker unit in the last three years. This has resulted in a staff consisting of two Social Workers I and a Social Worker Supervisor II.
2. Contract agencies - Mono County contracts with two community non-profit agencies, First Five and Wild Iris, for child abuse prevention services.

Worker caseload size by service program – The current Mono County caseload is as follows:

- a) Emergency Response – 3
- b) Family Reunification – 1
- c) Family Maintenance – 3
- d) Permanent Placement - 2

County Operated Shelter - There is no county operated shelter in Mono County.

County Licensing - The Fresno Office of Community Care Licensing provides orientation and licensing for foster family homes, with support from the Social Services Staff Services Analyst II.

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 through a contract with Mono County Social Services.

E. Other County Programs/Issues

Bargaining Unit Issues - County workers belong to a union which is a closed shop. The union has not been involved in either worker unit assignment or case assignment.

VI. 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, what it means and what it can provide, along with what commitments the youth needs to make in order to stay in the program. Our youth are coached about the program during the months leading up to their seventeenth birthday. We also

have an Independent Living Program meeting monthly, where information is provided to and discussed with participants on the After 18 Program. Since we have a very small population of foster youth, we 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 consistently has one of the smallest CWS or Probation caseloads in the State. Mono County has found 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.

Mono County Behavioral Health and Child Welfare Services have been working on preparatory measures regarding Katie A. v Bonta lawsuit and providing 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 for CWS/Behavioral Health and Probation in January of 2013.

The next step in the development of behavioral health services will be through the 2013 CWS/Probation System Improvement Plan (SIP) in the development of a policy and procedure process to assure every CWS child receives behavioral health screening and appropriate services as needed. Mono County Child Welfare Services and Behavioral Health Department will co-lead this process to better communicate the initial services needed by the CWS children, and to establish a better understanding between CWS and Mono County Behavioral Health for better information flow, and an understanding of each child's needs.

VII. Board of Supervisors (BOS) Designated Commission, Board or Bodies

The BOS designated public agency is Mono County Department of Social Services to administer the CAPIT/CBCAP/PSSF programs. As the designated public agency the Mono County Department of Social Services has designated four objectives for Mono County.³²

- Promotion of Personal Safety and Interpersonal Respect
- Community Development to Remedy the Isolation of Families
- Parent Education and Support
- Individualized and Flexible Parent Coaching

³² <http://www.sierrasaccoalition.org/mono.html>

The Mono County Child Abuse Prevention Council (CAPC) was established in November, 2001. The Mono County CAPC is an independent organization within county government; it is not a nonprofit corporation. The Mono County BOS is routinely advised on the activities of the CAPC by the Department of Social Services, and the BOS yearly reviews of complete annual reports submitted by the CAPIT/CBCAP/PSSF programs.

A. Child Abuse Prevention Council (CAPC) and County Children’s Trust Fund Commission

Coordination and Facilitation of the Child Abuse Prevention Council
Mono County Social Services contracts with First 5 Mono County and Wild Iris to provide this program. Coordination includes:

- Facilitating quarterly meetings;
- Preparing agendas and minutes;
- Compliance with the Brown Act and Roberts Rules of Order;
- Acting as the point of contact for the Council and the public. Participating in community implementation efforts of Strengthening Families Protective Factors Framework as appropriate;
- Encouraging and supporting community efforts to prevent and respond to child abuse;
- Coordinating activities and processes with Mono County Department of Social Services and other community organizations as necessary and mandated per funding source;
- Maintaining membership and contact information, Council Calendar and other pertinent information.

County Children’s Trust Fund Commission

The Mono County BOS has also designated the CAPC to oversee the County’s Children’s Trust Fund (CCTF). The information on specific programs, services and functions are discussed at every CPAC quarterly meeting, through public meetings, and through BOS public discussion. Printed material is also made available for specific activities; such as a recent 2013 training, “7 Steps to Protecting our Children.” The County Children’s Trust Fund information is published on the official Mono County website, under Boards and Commissions.
(<http://www.monocounty.ca.gov/capc>).

CBCAP BASE ALLOCATION

(1) Counties receiving less than twenty thousand dollars (\$20,000) for the year in their County Children’s Trust Fund (CCTF) from birth certificate fees are granted the difference from CBCAP funds necessary to bring the trust fund up to twenty thousand dollars (\$20,000). The CBCAP funds deposited into the CCTF must adhere to CBCAP requirements.

(2) The balance remaining after (1) is distributed equally among all the counties, up to ten thousand dollars (\$10,000) per county.

(3) If CBCAP funds exist after (1) and (2) have been implemented, the remaining CBCAP funds are apportioned by child population percentages of participating counties. This allocation uses current data from the Department of Finance.

Since Mono receives less than \$20,000 in child birth certificates fees, Mono County receives CBCAP funds to bring the CCTF up to \$20,000. The funds deposited into the CCTF through CBCAP must adhere to CBCAP requirements. The CBCAP allocation was \$28,813 (SFY 2012-13).

B. PSSF Collaborative

The Mono County CAPC is the local collaborative planning body for the PSSF program. The CAPC and Mono County Social Services work with a local nonprofit (Wild Iris) to provide the following support services to families in Mono County: Family Preservation, Family Support, Family Reunification, and Adoption Support. These services include individual and family counseling, and referral services as appropriate. PSSF funds are used for CWS families in addition to families and children throughout the county.

VIII. Systemic Factors

A. Management Information Systems

Mono County Child Welfare workers are required to use the Child Welfare Services/Case Management System (CWS/CMS) to record information about their clients; all case file information must be entered into the statewide CWS/CMS system. After collecting the data in CWS/CMS, counties then send their data to CDSS. CDSS, in turn, contracts with University of California at Berkeley's Center for Social Services Research (CSSR). CSSR produces summary reports on all relevant outcome measures according to the standards required for Mono County's System Improvement Plan (SIP).

The data from CSSR was used in creating this County Self Assessment and will also be used in evaluating program outcome measures for the Mono County SIP later in 2013. Program outcomes include:

- Length of time in program service components and out of home care;
- Recurrence of maltreatment;
- Frequency and number of foster care placement changes;

- Terminations or transfer of children and families between program components.

CSSR data reports will be used in analyzing Mono County's CWS performance in Section IX, Peer Review Summary and Section X, State Administered CWS/CMS SYSTEM Case Review of this document; this analysis will take place in Section XI, Outcome Data Measures.

SafeMeasures

Mono County Child Welfare also uses the SafeMeasures data tool as a backup and supplement to the CSSR data published by UC Berkeley. SafeMeasures is an on demand data information tool that is used by the Program Manager or CWS Supervisor to examine specific targeted information regarding the CWS Program and Social Worker performance at any time on an as needed basis; without having to wait for the CSSR quarterly statistical data.

Currently, on a monthly basis, the Mono County Child Welfare Social Worker Supervisor is using SafeMeasures as a targeted program improvement tool to not only show current data but trends. The focus of the monthly targeted reviews is:

- Timely visits by Social Workers;
- Emergency and Ten Day Response compliance;
- Case closure information.

The SafeMeasures pie and trend charts communicate the value of data easily and provide updates in a nonthreatening, easy-to-use manner user-friendly to the Social Workers.

Structured Decision Making (SDM)

All the Mono County Social Workers use SDM in the initial referral process, after the first contact with the child/family, and assessing the case for closure. Specifically, the level of risk to the child:

- The risk assessment tool is used to determine if the referral is an emergency referral, ten day referral or to accept the case for an investigation.
- After first contact with the child/family SDM is used by the SW to determine the safety of the child;
- At case closure the safety tool is used to determine the safety and wellbeing of the child after case closure.

B. Case Review System

1. Court structure/relationship – Mono County Superior Court has two full-time judges who hear all cases including civil, criminal, juvenile, and probate. CWS is represented in court by County Counsel attorneys,

and four private attorneys represent parents and other parties in Juvenile Court. CWS, Probation, and County Counsel, are located within close proximity, as all three departments are located on the third floor of the Sierra Center Mall in Mammoth Lakes, California, thus contributing to good communication with the Court.

2. Facilities available for parents/children – Placement resources in Mono County are few for CWS and Probation youth. Mono County has one licensed foster home for short term, emergency response purposes. Mono County uses three other foster homes for emergencies that are located in Inyo County within an hour from Mammoth Lakes. Foster family agencies are used frequently by Mono County CWS, and infrequently Probation where more than likely kinship placement is possible. Relative and NREFM placements are used whenever possible.

Facilities for adults are also lacking in Mono County (for example in-patient drug and alcohol or mental health programs are not available within the county) other than Mammoth Hospital and the Mono County jail.

3. Summary of findings from the Administrative office of courts Administrative Review – The recommendations were:
 - Review the document, *Addendum to Judicial Council Forms for Use in Dependency Proceedings*, for the guidance on the use of the forms as well as an explanation of the additions and modifications that must be made to the forms, due to changes to the statutes and rules of court that occurred after the effective date of the forms.
 - Submit at the dispositional hearing and all review hearing held for a youth 16 years of age and older, a transitional independent living plan (TILP) signed by the Social Worker and the child, as well as the child's caretaker and/or other adults involved with the youth's transition to adulthood.
 - Review California Department of Social Services' All County Letter No. 08-31 and ensure that the new TILP form is used.
 - Include the name of the person appointed as the child's CAPTA guardian ad litem on the findings and orders documentation.
 - Ensure that the person appointed as the child's educational representative does not have a conflict of interest.
4. Process for timely notification of hearings – Due to the fact that a Petition filed within 48 hours of a child being placed in Protective Custody, and the Detention Hearing is held on the following Court business day, most of our Detention Hearing notices are done either in-person, telephone or in writing.

Notices for Jurisdictional and Dispositional Hearings are done in writing for every hearing. For absent parents, a Due Diligence Report is required to be included with the Dispositional Report (and subsequent Review Hearing Court Reports), documenting every effort made to contact the absent parent, from the information provided by the offending parent, family members, CLETS, DMV records; Mono Courts do not require a separate due diligence report.

Notices for Review Hearings are sent first class mail or hand delivered. And they are not sent more than 30 days in advance. Notices are sent to the parents, the attorneys, the children ages 10 and older, the Tribe (if applicable), and State Adoptions (if applicable).

Notices for the 366.26 Hearings are also sent via Certified Mail, to the same parties listed above, at least 45 days prior to the Hearing, per Welfare and Institutions Code. When CPS is recommending termination of parental rights, for absent parents an Order for Publication by the Juvenile Court is required. The county must publish the notice in the local newspaper of the area where the absent parent was last known to live. The notice must run for 4 consecutive weeks. The last week's publication must be at least 45 days prior to the 366.26 Hearing.

5. Process for parent-child-youth participation in case planning – Mono County does not use formal models for family engagement such as Family Group Decision Making. The Social Worker meets with family members, including youth, in a discussion of goals and services for their Case Plan. It is CWS's intent to have clients involved in the development of the Case Plan and identification of appropriate service to be included in their Plan. If a client should refuse to participate in the development of their Case Plan or sign it, the department creates the Case Plan and documents the reason for the parent's refusal to sign.

Probation Case Plan Development – The Probation Officer discusses the Case Plan with parents, child, and any mental health personnel involved with the case. The Case Plan is based on the type of crime committed, drug and alcohol history, social history, and ability of the family to make changes.

6. General case planning and review - The County meets the requirements for written Case Plans within 60 calendar days of the in-person investigation or the initial removal of the child from the home.

C. Foster and Adoptive Parent Licensing, Recruitment and Retention

Mono County has one emergency/temporary private foster home and no FFA's. This emergency foster care home is used for most emergency and short term foster care placements. All of Mono County's long term placements (six months or more) are out-of-county placements, usually to Inyo County or Kern County if needed. The Social Worker Supervisor keeps in weekly contact with the foster homes/FFA's in Inyo County to know where the openings are if needed.

Twice a year the Mono County Staff Service Analyst II holds two foster family recruitments (one north county, one south county) for new foster family homes. These recruitments are preceded by Public Service Announcements in the local radio/TV media and community newspapers. This recruitment is a full day event in both North or South County where prospective foster care parents visit CWS, and can ask questions about being a foster parent or be helped in the application process.

As a very rural and very small county, there has been a very low participation rate in the Foster Care Program (see section IX Outcome Data Measures); seven children in 2010 and two in 2011 and 2012. This low rate is also owed to Mono County SW's excellent job in family finding and family participation in the Case Plans.

Mono County uses The Fresno District for any adoption services as they are needed. There has been only one adoption in the last five years. An MOU with the Fresno District was just completed and the SW's maintain contact with the adoptions liaison in developing their concurrent plans, which are created with each Case Plan.

Although Mono County makes every effort to place all siblings together if/when appropriate, 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 sometimes 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.

Placement of Native American children is handled on an individual basis and in collaboration with the Tribe and the family. The family and Tribe are consulted on all placement issues concerning Native American children.

The family and Tribe are invited to all case staffing's involving any/all Native American children.

D. Staff, Caregiver and Service Provider Training

All CWS new staff comply with "Core Training" requirements and as specified in Division 31 training requirements every twenty-four months. This training is achieved even with the high-turnover rate of CWS staff in a very small CWS Department. The department is researching benchmarks and other tools to objectively measure skill acquisition and development.

Foster Parent Training is conducted through the Mono County DSS library where there is a current supply of DVD's and Books that are used for Foster Parent Training requirements. While Mono County does not have a continuous need for this training a Recruitment and Training Fund is maintained to assist foster parents in meeting licensing requirements (e.g. paying for First Aid/CPR training), and continuing education events.

As a participating member of the Sierra-Sacramento, Child Abuse Prevention Council, Mono County utilizes the training and ongoing literature provided by the Sierra-Sacramento Child Abuse Prevention Council, to train staff and subcontractors, as well as to make the literature available through the Council available to subcontractors (local ILP contractors) and CWS/Probation participants through the Resource Library.

The Mono County Child Abuse Prevention Council also supports Caregiver and Service Provider Training through local grants, maintenance of a CAPC website, and support of other agency/subcontractor media and training as follows:

- First 5 Mono County
(760) 924-7626
- Inyo Mono Advocates for Community Action (IMACA)
(760) 934-3343
- Mono County Child Care Council
(760) 934-3343
- Mono County Department of Social Services
(760) 924-1770
- Mono County Mental Health/Drug and Alcohol
(760) 924-1740
- Mono County Public Health Department
(760) 924-1830
- Wild Iris
(760) 934-2491
- National Parent Helpline (855) 427-2736
- 7 Steps to Protecting Our Children from Sexual Abuse

- 7 Pasos Para Proteger a Nuestros Niños
- California Child Abuse and Neglect Reporting Law: Condensed version
- Common Sense Media: Stand up to cyberbullying
- Connect Safely: Smart socializing starts here
- Darkness to Light: End child sexual abuse
- Stop It Now! Warning signs of sexual abuse

For more information about the Council or for resources in our area, please call:

IMACA at (760) 934-3343 or (800) 317-4600 or email rwisdom@imaca.net

To report child abuse in Mono County call:
(800) 340-5411

In an emergency for immediate response, contact local law enforcement or 911

Child Welfare Services Outcome Improvement (CWSOIP) funds are used by Mono County Child Welfare Services to create, develop and maintain a Resource Library with books, videos, and DVDs for foster parent education and training. The Resource Library is also used as a service for expanding Child Welfare Services to the Spanish-speaking community ILP information for foster youth, with continually updated relevant Child Welfare training and referral information. The ILP section of this Resource Library is used to teach/guide local subcontractors and to give resource material to youth who are emancipating from CWS or Probation.

E. Agency Collaboration

One method by which Mono County Child Welfare and Probation collaborate with each other and other agencies to provide a comprehensive network of services and support for families and children is through SB 163 Wraparound Services. The current Wrap Management Team was developed to build off the successes of the previous Wrap Policy Committee that was family-based and had family representation. The Policy Committee has been replaced by a Management Team that seeks to develop community support and resources, and identify training needs.

As described in Attachment H, The Mono County Wrap Program is a collaborative effort between the primary county agencies involved in providing services to children and their families: Mono County Behavioral Health (formerly Mono County Mental Health and Mono County Alcohol and Drug Program), Mono County Social Services, Mono County Probation, and Mono County Public Health. The current structure of this collaborative relationship reflects a history and desire of these Mono

County Agencies to work together in a cohesive and collaborative working relationship.

The Core Wrap Team is overseen by the Wrap Coordinator. This core team will consist of, but not be limited to, the Wrap Coordinator, Behavioral Health therapists and care managers, the Juvenile Deputy Probation Officer, CWS Social Workers, a Public Health Nurse, and parent partners.

The Core Wrap Team will meet every month to discuss, evaluate, and make recommendations for improvement of the overall functioning of the Wrap program. The Wrap Coordinator and another clinician from Mono County Behavioral Health attend monthly meetings with Child Welfare Services staff to coordinate services provided to shared client youth and families.

Each Wrap family has its own Family Team, consisting of the child and his or her family, the Wrap Coordinator, a representative from the referring agency (CWS, Probation, or Behavioral Health), relevant service providers, parent partners, individuals identified by the Core Wrap Team as potentially useful, and others identified by the family as helpful or supportive.

There are two community-level teams providing multi-faceted input and support for Mono County's Wraparound process. The first of these teams, the Mono County Behavioral Health Advisory Board, is a group of concerned and active citizenry who meet monthly to provide oversight and guidance for Behavioral Health in general.

The second community team providing input and support for the Wrap Program is the Mono County Multi-Agency Leadership Council (MAC), a community group comprised of representatives from town and county government agencies, local school districts, Mammoth Mountain Ski Area, local businesses, churches, community leaders, and other interested parties.

Mono County has renewed its commitment to providing a Wrap Program that is family-centered, strength-based, and needs-driven. Mono County is committed to working collaboratively with all community partners. It is anticipated that the next year will be a time of growth and refinement as Mono County's Wrap effort continues to refine practices and develop increasing understanding of and fidelity to Wrap values and standards (see attachment H for the full AB 163 Wrap Plan).

Due to limited funding and gaps in services agencies must leverage services, blend services, and communicate frequently to obtain services to

meet client needs. For example, services are leveraged for CWS clients via Differential Response. Information about available services is shared freely between agencies (e.g. Mental Health seeks assistance from DSS Emergency Food Shelter Program for a homeless client or a CWS Social Worker calls a PHN at the Health Department to find out about California Children's Services for a family with a disabled child). CWS has one bilingual Social Worker and three other bilingual county staff in Eligibility and in Public Health, who are available when needed.

CWS and Probation also participate collaboratively in the following:

- Child Abuse Prevention Council (CAPC):

A collaboration of public agency representative, community partners, and parents, provides a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases; Promotes public awareness of the abuse and neglect of children and the resources available for intervention and treatment; Encourages and facilitates training of professionals in the detection, treatment, and prevention of child abuse and neglect; Recommends improvements in services to families and victims; and Encourages and facilitates community support for child abuse and neglect programs.

The CWS Supervisor II regularly attends CAPC Meetings, while the Probation Department attends as possible. CWS and Probation provide updates regarding current departmental activities, as well as status of the CAPIT/CBCAP/PSSF funding and contracted activities. The CWS Supervisor answers questions and provides input on the effectiveness of activities contracted via the OCAP funds.

- School Attendance Review Board (SARB):

The CWS Supervisor II is a member of the SARB Board and provides her unique perspective to group deliberations on student attendance issues.

- Multi Agency Council (MAC):

Both the Probation and Social Services Director regularly participate in the MAC meetings. MAC is a forum for Mono County community leaders to collaborate with one another and their networks to identify problems and initiate community environmental, social and agency solutions regarding issues in Mono County. Ideas for activities and programs to improve and/or support children and families in Mono County are a frequent topic of discussion and action.

See below for additional agencies that collaborate with child welfare and probation to provide services to families.

F. Service Array

Parenting Partners Home Visiting Program - First 5 Mono County receives CAPIT funds to help provide this program. The Home Visiting Program is provided to families with children ages 1 through 6 identified as high risk using the Parents as Teachers program, a research and evidenced-based program. The Program provides services in English and Spanish for positive parent child interaction and for the well being of isolated families, and families who are victims of, and at risk for, child abuse and neglect. The Program uses a strengths-based model that:

- Focuses on implementing positive parenting practices;
- Works with families to address family specific issues; and
- Provides information on child safety and identifies crisis issues.

Parenting Partners provides information, support and community referral in collaboration with the family working to reduce family stressors, at risk behavior, and family crisis. The Program conducts community outreach to educate the community on the program and services.

First 5 Mono County provides a portion of their CAPIT funds to the Mono County Office of Education for the provision of CAPC Coordination services. The Child Abuse Prevention Council Coordinator performs the following functions for the Council:

- 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.

Family Safety and Stability Assistance

Wild Iris, via grant funds from the PSSF Family Preservation, PSSF Family Support, PSSF Time-Limited Family Reunification, and PSSF Adoption Promotion and Support Program, provides support services to families in Mono County which include individual and family counseling, and agency referral services as appropriate.

Mental Health Services - Mono County Social Services contracts with Wild Iris, using CBCAP funds, to collaborate with other community and county agencies to refer and accept referrals for long term mental health services targeting vulnerable families and families at risk for child abuse, including families referred by Child Welfare and Probation. Such mental health services are provided to families as intervention and prevention of child abuse and neglect, and are always assessed beforehand for their cultural relevance.

Parent Support Groups and Self-Help - Mono County Social Services contracts with Wild Iris, using CBCAP funds, to provide parent support groups focusing on prevention of child abuse and neglect. The support groups provide a vehicle for education, training, mutual aid and parents' support, reduction of isolation, and coordination of community services. The support groups are further used for the purpose of outreach and follow up services for isolated and vulnerable families at risk, and are offered to various cultural and ethnic groups in the community.

Child Abuse and Prevention Awareness Activities - Mono County Social Services contracts with Wild Iris, using CBCAP funds, to provide public and community information to educate the community regarding personal safety and respect within the context of child abuse and neglect prevention. This includes child abuse reporting and promoting awareness regarding child abuse, and how to report such suspected abuse. Various public media tools such as radio ads, newspaper articles, and flyers, are used to provide such community information and education. This information is provided to various cultural and ethnic groups in the community.

Parenting Classes - Wild Iris uses CAPIT grant funding to provide Parenting classes to families identified as high risk families. The parenting program provides culturally competent and appropriate services to address minor child behavior and discipline issues as well as to increase parental confidence. Such classes are structured in a six (6) week series using the curriculum identified as "Active Parenting Now". The Co-Parenting program will additionally be culturally competent and appropriate. The focus of such Co-Parenting classes is to reduce conflict and strengthen families with the goal of reducing abuse and neglect in families experiencing divorce or separation. The Co-Parenting Class

consists of an eight (8) week series using the curriculum “Cooperative Parenting and Divorce”. These classes may also be conducted in the home to families in out-lying areas of the counties without means of transportation.

Food and Shelter — Mono DSS provides emergency food, shelter, rent and utility assistance thru the Emergency Food and Shelter Program (EFSP). These services are available to the community. Service providers such as Mental Health, Public Health, Wild Iris, and IMACA refer their clients when they have an emergency requiring food, rent, or utility assistance.

Health Services — public health services are provided by the Mono County Health Department for residents of Mono County. Health Department programs include: Perinatal Outreach and Education Program, WIC, Comprehensive Perinatal Services Program, Low Cost Infant/Child Car Seat Program, Bicycle Safety Program, Child Health and Disability Prevention Program (CHDP), California Children's Services (provides reimbursement for transportation costs to medical specialists for severely disabled children, for example), Genetically Handicapped Person Program, Communicable Diseases Surveillance, Immunization Outreach, HIV/Aids Program, Tobacco Education and Cessation Program , and Foster Care Nurse (PHN).

The Foster Care Nurse provides medical case management services for children who are Mono dependents or wards. The Foster Care Nurse coordinates with Social Workers, Probation Officers, medical providers, substitute caregivers, and biological parents to ensure services that include routine medical and dental exams, referrals, treatment, medication, and emergency services. Mono County Health is an important collaborator with CWS and Adult Protective Services (APS). Public Health Nurses (PHNs), per an agreement between the Health Department and DSS, accompany CWS and APS Social Workers to assist in evaluating health issues and client needs (This is an Evidence Informed Program). In addition to providing expertise, Social Workers have found that clients are generally very receptive to the Public Health Nurse. The Health Department has the availability of bi-lingual staff for its programs.

Services for Native American Families are provided by all of the agencies in Mono County as well as the Toiyabe Indian Health Project (TIHP). TIHP is a consortium of 7 tribes and 2 Native American communities in Mono and Inyo Counties. TIHP provides a variety of services for Native Americans including: medical and dental services, drug and alcohol treatment programs including inpatient treatment for adults and youth, a mental health program including individual, family, and group therapy, and prevention and outreach services. Representatives from TIHP usually do not attend Mono County collaborative meetings; however, CWS and TIHP have worked collaboratively with Native

American clients on a case by case basis. There are no other services for Native American families or other ethnic/minority populations.

Mono County Office of Education Foster Care Coordinator works collaboratively with CWS and Probation to ensure that school records for foster youth are transferred in a timely manner.

Independent Living Services — Mono County DSS maintains a resource library (DVDs, video, books) with independent living skills information for foster youth. Because most foster youth are placed out of county, ILP services are not well developed in Mono County. CWS and Juvenile Probation have discussed the need to work cooperatively to provide or leverage services for foster youth which include money management skills, job search and readiness, housing, counseling, and aftercare services such as housing and employment. Mono County CWS and Probation have developed the "Emancipated Youth Checklist" to make certain that services are provided for emancipating youth, i.e. applications for extended Medi-Cal benefits, Foster Youth Proof of Wardship Letter, WIA Programs Services, assurance that foster youth leave foster care with original birth certificates, social security card, immunization card/ records, medical history, doctor's names and prescriptions, a copy of high school diploma, and prescriptions.)

Workforce Investment Act (WIA) assists eligible youths and adults with job search, resume building, labor market information, use of phones and computers for job search, and vocational testing.

IMACA Community Connection for Children — offers a variety of child care services such as Headstart Pre-school in Mammoth Lakes and Coleville, subsidized child care programs, various community events and training, and a resource library. Bi-lingual services are provided.

Kern Regional Center - Kern Regional Center provides services for individuals with developmental disabilities including case management services. Mono County agencies including CWS and Behavioral Health work collaboratively with Kern Regional case managers to provide services for clients with developmental disabilities. Kern Regional Center serves clients in Kern, Inyo, and Mono Counties.

Significant Gaps in Services Include:

- Foster homes continue to be a significant need for Mono County. Lack of foster homes in the county impedes reunification of children with their families.
- The need to adopt a family engagement model such as Team Decision Making.
- After care services for emancipated foster youth, including housing and other transitional services.

- There is a need for mentoring services and tutors for youth.
- Continued, coordinated training for mandated reporters annually.
- The need to fully utilize training resources made available regionally and locally for CAPC members and parents.

G. Quality Assurance System

CAPIT/CBCAP/PSSF – Mono County Counsel reviews all Requests for Proposals and contracts. The Staff Services Analyst, Fiscal Manager, and Social Services Director, all work together to identify and discuss issues regarding contractors. CWS Social Workers work closely with the CWS Supervisor to identify any unmet needs of families provided through these contracts. Each service provider submits quarterly expenditure reports within 15 days of the end of the billing quarter. The Staff Services Analyst is responsible for tracking invoices between the service provider and the county and ensuring their timeliness.

Quarterly reports are submitted by the provider that includes a narrative of all activities performed, a report containing the designated outcome measures, and a statistical summary of all activities. The Department Director reviews the reports to determine the provision and quality of services funded by CAPIT/CBCAP/PSSF is satisfactory, and that service providers are expending CAPIT/CBCAP/PSSF funds on allowable services and populations. These reports are then reviewed by the county Staff Service Analyst and approved for payment. When discrepancies arise, the department Fiscal Manager and/or Department Director are consulted. The provider is then contacted by the county Staff Service Analyst or Director to resolve any issues.

The Social Worker Supervisor, Analyst or other staff member represents the department at CAPC meetings and informs CAPC of any issues or concerns regarding contracted providers. The contracted services providers also attend CAPC meetings. A year end summary of services and outcomes is reviewed with our Child Abuse Prevention Council (CAPC). Any changes that are indicated by review of the service and outcome data are discussed in CAPC meetings with the contractor and, if needed, incorporated into contract amendments. These discussions include feedback regarding services and suggestions from the CAPC.

The process the county uses to capture participation and evaluation data for programs supported with CAPIT/CBCAP/PSSF funds is as follows:

Each service provider evaluates service participation, outcomes and/or client satisfaction, and provides this data to the Social Services Department via quarterly reports. The information is communicated in the

quarterly reports via tables, graphs, charts, narrative, and sample forms. Providers comment on any difficulties encountered in achieving desired participation and outcomes, and suggest programmatic corrections to address difficulties.

Outcomes are evaluated using a combination of pre and post tests, client satisfaction surveys, and participant self-report. Anecdotal feedback and information about home visitors and home visiting services, parenting classes and support group presentation and presenters, is collected by the service providers and used to inform program changes and other necessary adjustments to ensure services are appropriate, timely, culturally relevant, and reaching the target populations. Longer term outcomes are assessed anecdotally through follow-up by CWS/other referring agencies.

The families assisted by these services are families identified as at risk for abuse and neglect by schools, Child Welfare Services, Probation, First 5 Mono County, County Behavioral Health, or self-referral.

One of the most important ways that Mono County DSS evaluates services is feedback from our Social Workers who have referred clients through Differential Response or ER, VFM, FM, and FR to meet case plan goals to reduce the risk of abuse. Social Workers monitor a client's progress in meeting case plan goals via feedback from the service providers and assessment of the family situation. CWS Social Workers report engagement of families and positive outcomes.

It is the policy of the Mono County Department of Social Services to ensure quality and consistency in the delivery of services to all child welfare cases. It is the expectation of the Mono County Department of Social Services that all regulations and laws pertaining to Child Welfare Services shall be upheld by Child Welfare Social Workers and Supervisors while providing quality casework that meets the standards of best practice for the social work profession.

To assure the Quality Assurance of all CWS cases:

- Each month four (4) cases will be drawn from each of the programs. (Intake, ER, Voluntary, Court, FM, FR, and PP). The CWS Quality Assurance (QA) staff person (or contractor) will be responsible for selecting and reviewing the cases in CWS/CMS and SafeMeasures.
- Guardianship reviews will be conducted semiannually.

The CWS Supervisor and Director will be provided a copy of the QA audit results. The matter may be staffed to discuss strategies for corrective actions by Case Social Worker, Program Manager or Director of Social

Services.

Mono County Probation is also committed to ensuring compliance with all Child Welfare and Social Services expectations in the oversight of youth. Probation uses evidenced based Practices to ensure youth are receiving the "dose" of treatment and care necessary for their compliance with treatment goals and terms and conditions of probation through validated risk/needs assessment. The Placement Officer (PO) case manages the youth. This position also inputs information in CWSCMS. The PO then reviews the data and reports any disparity to the Chief of Probation. The next audit occurs quarterly where the POIII reviews the quarter reviewing for the youth's adherence to goals and treatment plan, PO compliance, contact frequency, Justware entry and transition strategies.

IX. Peer Review Summary

The peer quality case 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) and building on the Peer Quality Case Review and a County Self-assessment.³³

All California counties are required to complete a Peer Quality Case Review (PQCR); prior to 2012 this process was conducted every three years, after 2012 this process will be conducted every five years. The purpose of the PQCR is provide an understanding of actual practices in the field that affect outcomes for safety, permanency, and wellbeing for children in the Child Welfare and Juvenile Probation systems by utilizing an outside review by peers and community partners.

The Mono County 2013 PQCR was held from January 8th thru January 9, 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 conduct specific case review interviews with Child Welfare Social Workers and Probation Officers to identify patterns of strengths and areas of concern.

³³ <http://humanservices.ucdavis.edu/Academy/pdf/103114-RevisePQCR.pdf>, p 76

A. Focus Area

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.

U.C. Berkeley's Outcome Measures Report shows that 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.

Mono County Child Welfare has increased the utilization of Voluntary Family Maintenance (VFM) and Court Ordered Family Maintenance case services. Utilizing Voluntary Family Maintenance (VFM), and Court Ordered Family Maintenance case services allows family referrals to Parent Education, Anger Management, Co-Parenting classes, using CAPIT, CBCAP, and PSSF funds. Clients may also be referred for services provided by Mono County Public Health, Mono County Mental Health (Substance Abuse inpatient or outpatient services) and Wild Iris (domestic violence services, anger management) and the First 5 Mono County *Parenting Partners* Home Visiting Program.

Probation has two open cases. 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.

X. State Administered CWS/CMS SYSTEM Case Review

The Case File Review was added to the research based collaborative model for conducting Peer Quality Case Reviews to offer an additional source of information for the county review process. File reviews helped ensure that the information gotten from the interviews with Child Welfare Workers and Probation Officers was confirmed by information placed in the case files.³⁴

The recommendations and findings of the county review team process are as follows:

A. Child Welfare Findings

1. Strengths and Promising Practices

- Agency went above and beyond to maintain relationships with child and child's siblings in group, as well as provide supervised visitation.
- Agency paid for gas and hotel for parent to visit child.
- SW able to identify strengths of children/youth.
- Transitional Independent Living Plans were clear and concrete.
- Employees are committed to doing what's best for children.
- The Agency was creative in family finding efforts.

2. Barriers and Challenges

- Service providers were not communicating with each other or with SW regarding clients' goals and progress in treatment; they tried to do it solo.
- No clear case plan/concrete services; lack of participatory case planning.
- Lack of qualified service providers, foster homes, and group homes in Mono County.
- Lack of consistent family finding/mining for placement options (NREFMs). Lack of formalized policies and procedures, supervision practices, training (i.e. best practices, AB 12/Extended Foster Care, IEP Process, School based mental health services, Division 31, changes in law/legislation)

³⁴ <http://humanservices.ucdavis.edu/Academy/pdf/103114-RevisePQCR.pdf>, p 78

3. Recommendations for Change

- 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 time to case and parents in the beginning of case.
- More foster homes/group homes.
- Parent partner/mentor working with the families in the home with frequent contact.

Just prior to the Mono County Peer Review process CWS had completed the Mono County CWS Child Welfare Policy and Procedures and is in the final review process with County Counsel. The review team recommended that these Policy and Procedures be continually updated. These new Policy and Procedures contained a policy on AB 12, which is the extension of foster care past the age of 18. The review team recommended that CWS and Probation staff receive targeted training for the implementation of the extended foster care services, and any changes to the AB 12 legislation.

B. Probation Findings

1. Strengths and Promising Practices

- Probation Officer could identify strengths of youth and have positive outlook on youth.
- Probation Officer is receptive to being available/accessible to youth and family.
- Proactive in advocating for youth at school.
- Probation Officer respected family connections.
- Probation Officer established trust/connection with youth. Youth trusted Probation Officer.
- Agency gave youth a voice/buy-in in her placement.
- Wild Iris advocated for youth.

2. Barriers and Challenges

- Multiple Probation Officers/placements.
- Lack of tribal connection/tribal involvement for youth/family.
- Uncertainty regarding placement options for undocumented youth.
- Lack of training re: THP, ILP, AB12/Extended foster care.
- Lack of formal assessments/assessment tools/case plans.
- Lack of placement options within or near Mono County.

3. Recommendations for Change

- Placement CORE training for Probation Officers.
- Permanency planning training for Probation Officers.

- Placement options (group homes/foster homes) in or near Mono County.

XI. Outcome Data Measures

The data used for this report are from the California CWS Data Extract Reports and Mono County's SafeMeasures reports. 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.

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 Mono County Participation Rates

Table 9 Mono County Participation Rates

Referral Rate	1/1/2010 thru 12/31/10	1/1/2011 thru 12/31/2011
Referrals	151	138
Substantiation Rate	27	24
Foster Care Entry	2	0
Foster Care In-Care	2	2

CWS Data Extract: Q3 2011 thru Q3 2012

Since the last Mono County System Improvement Plan (SIP) the referral rate for Mono County fell 9% (151 to 138)³⁵. The number of substantiated cases also fell during the same period by 12% (27 to 24). There have been no new entries into foster care in two years and the two continuing foster care cases have been in-care for over two years.

Both SafeMeasures Chart 1 and Table 10³⁶ confirm the very low participation rates Mono County over the past few years; these low participation rates vary very slightly over time. The one characteristic shown in Table 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

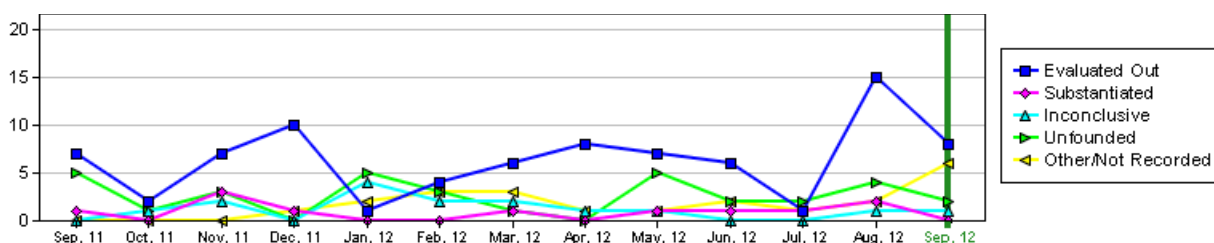


Table 10 Participation Outcomes

	Count	Percentage
■ Evaluated Out	8	47.1%
◆ Substantiated	0	0.0%
▲ Inconclusive	1	5.9%
▲ Unfounded	2	11.8%
▲ Other/Not Recorded	6	35.3%
Total	17	100.0%

³⁵ http://cssr.berkeley.edu/ucb_childwelfare/RefRates.aspx

³⁶ <https://www.safemeasures.org/ca/safemeasures.aspx>

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 11 compares Mono County’s compliance with the Nation Standard of 94.6% for No Recurrence of Maltreatment.³⁷

Table 11. 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%
7/01/11-12/31/11	11	11	100%	94.6%

CWS Data Extract: Q3 2011 thru Q3 2012 37

Mono County does well on this outcome measure as illustrated by the Table 10. Mono County’s performance since the last SIP is between 88 and 100% for this measure, which is excellent. Preventative Services have been enhanced in Mono County by utilizing Differential Response 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 Parent Education and in-home family coaching, Anger Management, Co-Parenting classes, using CAPIT, CBCAP, and PSSF funds. Clients may also be referred for services provided by Mono County Public Health, Mono County Mental Health (Substance Abuse inpatient or outpatient services) and Wild Iris (domestic violence services, sexual assault counseling, anger management) and the First 5 Mono County *Parenting Partners* 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 issues.

³⁷ http://cssr.berkeley.edu/ucb_childwelfare

- There are cultural barriers in working with families. DSS has one bi-lingual Social Worker, however due to the rural nature of Mono County this Social Workers need is stretched by the size of the county.
- Engagement the Native American Tribes and collaborating with them is done on a case by case basis.
- Not all service providers want to do outreach in outlying areas, although this has improved 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 2012 Child Welfare Data Extract Reports again showed Mono County Child Welfare with a 100% compliance for this measure and no maltreatment in foster care. This success can be attributed to Social Worker efforts to screen foster homes and the thoroughness Social Worker visits with the children in foster care.

C1 Reunification Composite

This is an outcome measure reflecting the percent of children reunified with 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 Exists to Permanency & Transition to Adulthood.

U.C. Berkeley's 2012 Outcome Measures Report shows that 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.

Mono County has very few children who enter foster care as compared to other counties. Mono County provides Parent Coaching 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:

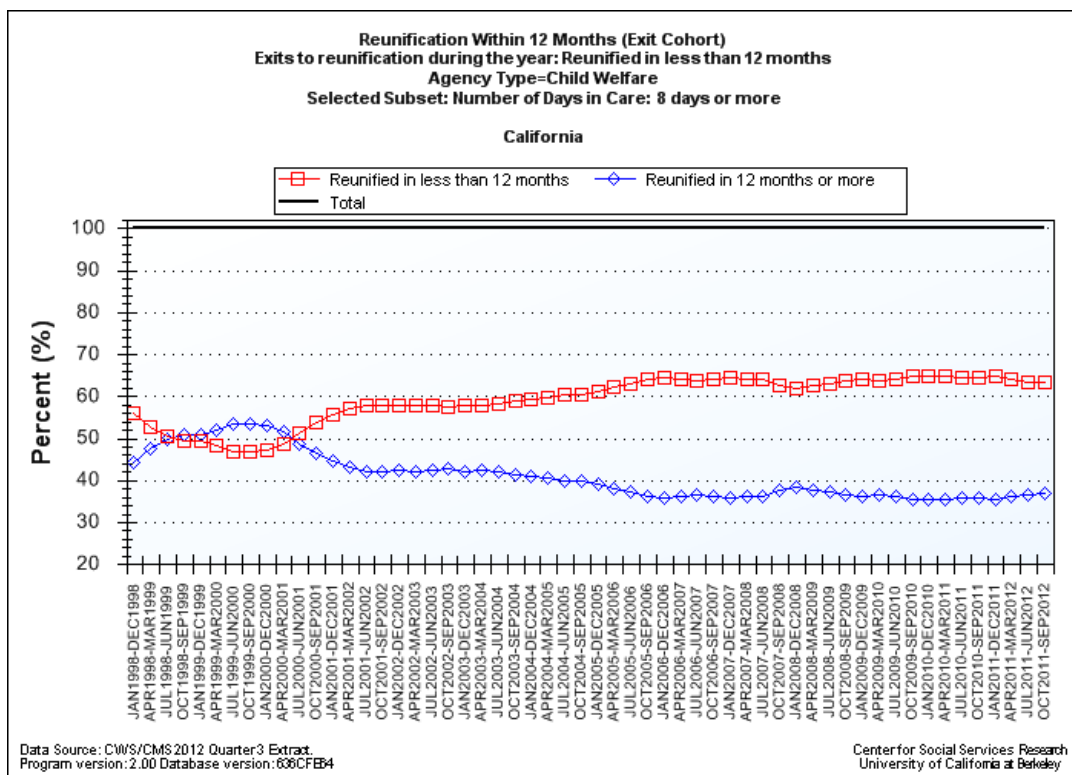
1. Reunification services are more difficult to provide when a child is placed out of county.
2. Visitation is also more difficult to arrange although Mono County CWS provides assistance with lodging and mileage for parents.
3. Mono County Social Workers indicate that foster care placement is the last 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 common factor in non-compliance.

C1.1 Reunification Within 12 Months (Exit Cohort)

Chart 2 shows that Mono County has had a significant number years where the percentage of Reunification exit compliance rate is above 60% or close to 60%. 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.³⁸

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 show no data during this time period to establish a statistical pattern during for last 2011-2012 twelve month time period.

³⁸ CWS/CMS 2012 Quarter 3 Extract.

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.

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.

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.

C2.1: Adoption within 24 Months

C2.3: Adoption within 12 Months

There have been no Mono County adoptions between 2009 and 2013. 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.

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 October 1, 2011 - March 31, 2012³⁹. The Mono County two foster children that have been in foster care for the last two years have not been legally free for adoption.

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 was discharged to a permanent home by the end of the year and prior to

³⁹ CWS/CMS 2012 Quarter 3 Extract

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 and that child has not exited to permanency.⁴⁰

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 Children Services have no children that have met that criteria since the 2010 SIP.⁴¹

Table 12 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 2012 Quarter 3 Extract

C3.3: In care 3 years of 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.⁴²

C4 Placement Stability Composite

The focus area for 2010 SIP was Measures C4.1, 2, 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)

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

⁴⁰ CWS/CMS 2012 Quarter 3 Extract.

⁴¹ CWS/CMS 2012 Extracts

⁴² CWS/CMS 2012 Extracts

an increase in the number of teenage girls who have entered care and, anecdotally staff has noticed an increase in placement challenges.

Accordingly CWS/CMS 2008 Data Extract Reports showed ⁴³that:

- C4.1 Placement Stability (8 days to 12 months in Care)
 - Mono County at 100% vs. the State at 82% in keeping children in a single placement.
- C4.2 Placement Stability (12 to 24 months in Care)
 - Mono County at 50% vs. the State at 62.2% in keeping children in a single placement.
- C4.3 Placement Stability (At Least 24 months in Care)
 - Mono County at 16.7%% vs. the State at 33.4% in keeping children in a single placement.

For the time period between October 2010 and September 2012 the following placement stability was recorded for Mono County Child Welfare⁴⁴.

- C4.1 Placement Stability (8 days to 12 months in Care)
 - 100% compliant no placement changes
- C4.2 Placement Stability (12 to 24 months in Care)
 - 100% compliant no placement changes
- C4.3 Placement Stability (At Least 24 months in Care)
 - 66.7% compliant

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 hrs or 10-day response. This is a CDSS measure.⁴⁵

Mono County Social Workers usually have a 100% compliance rate with the Immediate Response Compliance Measure. As Table 13 shows since the last SIP in October of 2010 Mono County has had only two time periods where there has been No Timely

⁴³ CWS/CMS 2008 Q2 Data Extract Report

⁴⁴ Data Source: CWS/CMS 2012 Quarter 3 Extract

⁴⁵ http://cssr.berkeley.edu/ucb_childwelfare

Responses to the Immediate Response Compliance Measure.⁴⁶ In each of those two time periods there were only two cases reported and in both of those cases the in person investigations were made timely (within the 24 hour time period), but were entered into the CWS/CMS late.

Table 13 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
Timely Response	6	11	8	4	1	11	5	7
Non-Timely Response	1	0	0	0	0	0	0	1
Total	7	11	8	4	1	11	5	8

CWS/CMS 2012 Quarter 3 Extract. 44

Table 14 shows that for the 10-Day Response Type there has been only one time period since the last SIP that Mono County has been in compliance with this measure (No Timely Responses or was 100% compliant.⁴⁷ The reasons for this non-compliance have been high Social Worker turnover and late entry of data into the CWS/CMS system.

Table 14 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
Timely Response	10	10	9	12	10	14	6	9
Non-Timely Response	3	1	0	3	1	1	3	3
Total	13	11	9	15	11	15	9	12

CWS/CMS 2012 Quarter 3 Extract. 45

2C 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.

Since the last SIP in October of 2010 through September 2012 timely Social Worker visits with children (month 1, 2, and 3) have varied greatly.⁴⁸

- 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.

⁴⁶ CWS/CMS 2012 Quarter 3 Extract.

⁴⁷ CWS/CMS 2012 Quarter 3 Extract.

⁴⁸ CWS/CMS 2012 Quarter 3 Extract

- 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 September 2012 the timely Social Worker home rate with children was 100% for every month.

The trend since the last SIP was a low compliance rate through October 2011 where the compliance rate for that period was 85.73%. However, in November the compliance rate was 100% and this 100% compliance rate has continued every month through September 2012.

Additionally, in December of 2012 Mono County Child Welfare Services established a Policy and Procedure with “The purpose of visitation while a child is placed in out-of-home care is to maintain contact, bonding, and develop an appropriate relationship with parents and/or other significant relatives during the reunification process.”⁴⁹

4A Sibling Placements and 4B Least Restrictive 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; this is the case among Mono Counties current sibling 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 are 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

⁴⁹ Mono County Policy and Procedure 115

restrictive environment and optimistically reducing the child's time in a placement settings. Due to confidentiality, and the very low number of placements and sibling placements the number of these placements is withheld.

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:⁵⁰

- 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 2003.⁵¹ 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 Probation policy and case meetings, and enhanced communication /collaboration through regular contact.

5B: Timely Health Exams

It is the policy of Mono County Children's Services Program 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).⁵²

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.

⁵⁰ Mono County Policy and Procedure 119

⁵¹ CWS/CMS 2012 Quarter 3 Extract

⁵² Mono County Policy and Procedure 114

Measure 8A: Children Transitioning to Self-Sufficient Adulthood

This measure reflects the percent of foster children eligible for Independent Living Services who receive appropriate educational 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 CWS has been working with four CWS youth to prepare them for self-sufficiency in adulthood.

- All four have either graduated from high school;
- 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 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 8A (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 funding for ILP services for youth simply because the number of youth on probation is so minimal when compared to the larger counties.

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 again decided to focus their work on The Probation Focus Area was Exists to Permanency & Transition to 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 our average caseload is 27-30 along with those youth in group homes. To ensure youth are receiving those services necessary, independent tools would be employed so as to ensure treatment and services were appropriate. In light of this paradigm shift, Mono Probation recognized more work was needed in transition and permanency. Further, the demographic elements of Mono were shifting therefore necessitating cultural sensitivity and applying strength-based methods. 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.

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 and 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 137 has been 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 available. Mono County Policy and Procedures will continue to be updated through ALL County Letters as necessary. It should be noted that one female youth is being considered for assistance through AB12 in the near future.

XII. SUMMARY ASSESSMENT

To obtain feedback from the community, Child Welfare and Probation Self-Assessment Questionnaire surveys were sent out (see attachment G) to public and private agencies, schools, tribes and all Mono County CSA Core Representatives to elicit information regarding services and needs. In addition follow-up efforts were made to via email, letters, and telephone calls.

On April 11, 2012 a Safe Families Strengthening Families Assessment group meeting was held in Mono County. The Self Assessment included completion of a self assessment questionnaire and a group meeting to determine the greatest strengths needs of families who have engagement with Mono County Child Welfare and Probation Departments. The participants in the Safe Families Strengthening Families Assessment included: First 5 Mono County, Head Start-Preschool, Mono County Office of Education, Parenting Program, Community Advisory Committee (Parents), Mono County Child Welfare, Mono County Alternative Education, Town of Mammoth Lakes Recreation Department, Mono County Public Health and Mono County Behavioral Health.

In addition to all the participants mentioned above for both the Child Welfare and Probation Self-Assessment , and the Safe Families Strengthening Families Assessment interviews were conducted with the Mono County DSS Program Manager, the Probation Chief, Social Workers, and Juvenile Probation Officer for the purpose of gathering CWS/Probation improvement recommendations.

Safe Families Strengthening Families Assessment

- A. Overall the group concluded that the areas for improvement are:
 - 1. Father's support and information;
 - 2. Cultural;
 - 3. Communication with parents;
 - 4. Parental Support;
 - 5. Mandated Reporter Training;
 - 6. Early Signs or Abuse/Neglect Training;
 - 7. Multi Disciplinary Teams.

- B. Areas of greatest strengths by agencies assessed:
 - 1. Facilitate friendships and mutual support: Wild Iris, Library, Peapod, SELPA, Town Recreation Dept., MUSD, and Head Start.
 - 2. Strengthen parenting: Head Start, Peapod, IMACA, Behavioral Health, Library, Health Dept., MUSD, and SELB.
 - 3. Respond to family crises: CPS, Behavioral Health, Hospital, and Probation.
 - 4. Link families to services and opportunities: Health Dept., Behavioral Health, MUSD, CPS, Peapod, Head Start.
 - 5. Facilitate children's social and emotional development: Head Start, Peapod, SELPS, CPS, MUSD, and Behavioral Health.
 - 6. Recognize and respond to early warning signs of child abuse/neglect: CPS, Behavioral Health, Peapod, Head Start, Hospital, and MUSD.
 - 7. Value and support of parents: Behavioral Health, Peapod, Head Start and MUSD.

The 2013 Self Assessment questionnaire was distributed to all the CSA Core Representatives, Child Abuse Prevention Council members, CWS subcontractors and the public. The results of this self-assessment questionnaire are summarized as shown below.

Child Welfare and Probation Self-Assessment

A. What area(s) do you believe Social Workers and/or Probation Officers need to be better skilled in to serve children and families in Mono County?

- Family engagement and participatory case planning practices.
- Awareness of Behavioral Health issues with children and referrals to the Mono County Behavioral Health Department.
- Ability to recognize Child Development issues and make appropriate referrals.
- Family Assessment Tools to better assess the needs of the entire family not just the children.
- Awareness of Sexual Abuse.
- Better timely communication with social workers and support agencies to enhance services for children.
- A mentoring program for stability and support for the children.
- Foster parent availability for training to be kept up to date on best practices.
- More ILP services, Education assistance, GED preparation, vocational training, community college.
- More substance abuse treatment for Indian tribe members.

B. What do you believe are the most effective current services Child Welfare Services and Probation offer in Mono County.

- 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 enhance services for children with contractors.
- The Probation Department has responded in an appropriate and timely manner to the concerns that have been raised by the Indian Colony.
- Always can depend on immediate/timely responsiveness of CWS and Probation to the initial problem, and the working together towards problem resolution.

Summary Assessment Findings:

Foster and Adoptive Parent Licensing, Recruitment and Retention

Because Mono County has only one emergency placement home and no foster family homes or a Foster Family Agency, it is critical that the twice a year foster family recruitments (one north county, one south county, including the Benton area) continue for new foster family homes.

Concurrent Planning

While Social Workers have received Concurrent Planning training in the last two years, the Social Services Department may benefit from continued and updated training for the Social Workers and management staff due to the high turnover of staff. Concurrent Planning enhances the ability of families and Social Workers to work toward reunification.

Mentoring and Parent Partnering

Mentors are not replacements for parents, but they can inspire by example as an important member of the team responsible for a child's development. Through development of the adult-child relationship, they can encourage positive choices, promote self-esteem, and improve academic achievement. Rotary, Lions Club, and other service organizations, are good choices to get a mentoring program started.

Family Finding Program

Implementation of a formal Family Finding Program would be helpful in placing children in the least restrictive environment and optimistically reducing the child's time in placement settings. Mono County may be able to work with a Family Finding Program on a pay-per-use basis to help find relatives of children in CWS.

Safety Organized Practice (SOP)

SOP provides a strong framework for assessing safety in partnership with the family from referral to post-permanency. CWS plans on continuing training and implementation of SOP. SOP brings the best of solution-focused treatment to Child Welfare as a clear, rigorous practice model.

Wraparound Plan

The current structure for the Wrap Program reflects the history of and desire for cohesive working relations between Mono County agencies. The Mono County Wrap Program is a collaborative effort between the primary county agencies involved in providing services to children and their families: Mono County Behavioral Health, Mono County Social Services, Mono County Probation, and Mono County Public Health.

Continue Wrap Program training for all collaborating agencies. Given Mono County's small size, it is not unusual for a family to be known by each of the agencies participating in the Wrap Program. Such a high level of collaboration enhances recognition and utilization of the strengths of individuals, families, service providers, and other community partners.

Native American/Child Welfare/Probation Collaboration

Invite Native American tribal members and/or tribal leaders to CWS and/or Probation trainings that are being held in Mono County, as appropriate. This will facilitate current and future collaboration with the tribe(s) and facilitate communication between the agencies and the tribe(s).

**BOS Minute Order
or other
BOS Document
Approving CSA**

Mono County CSA Core Representatives

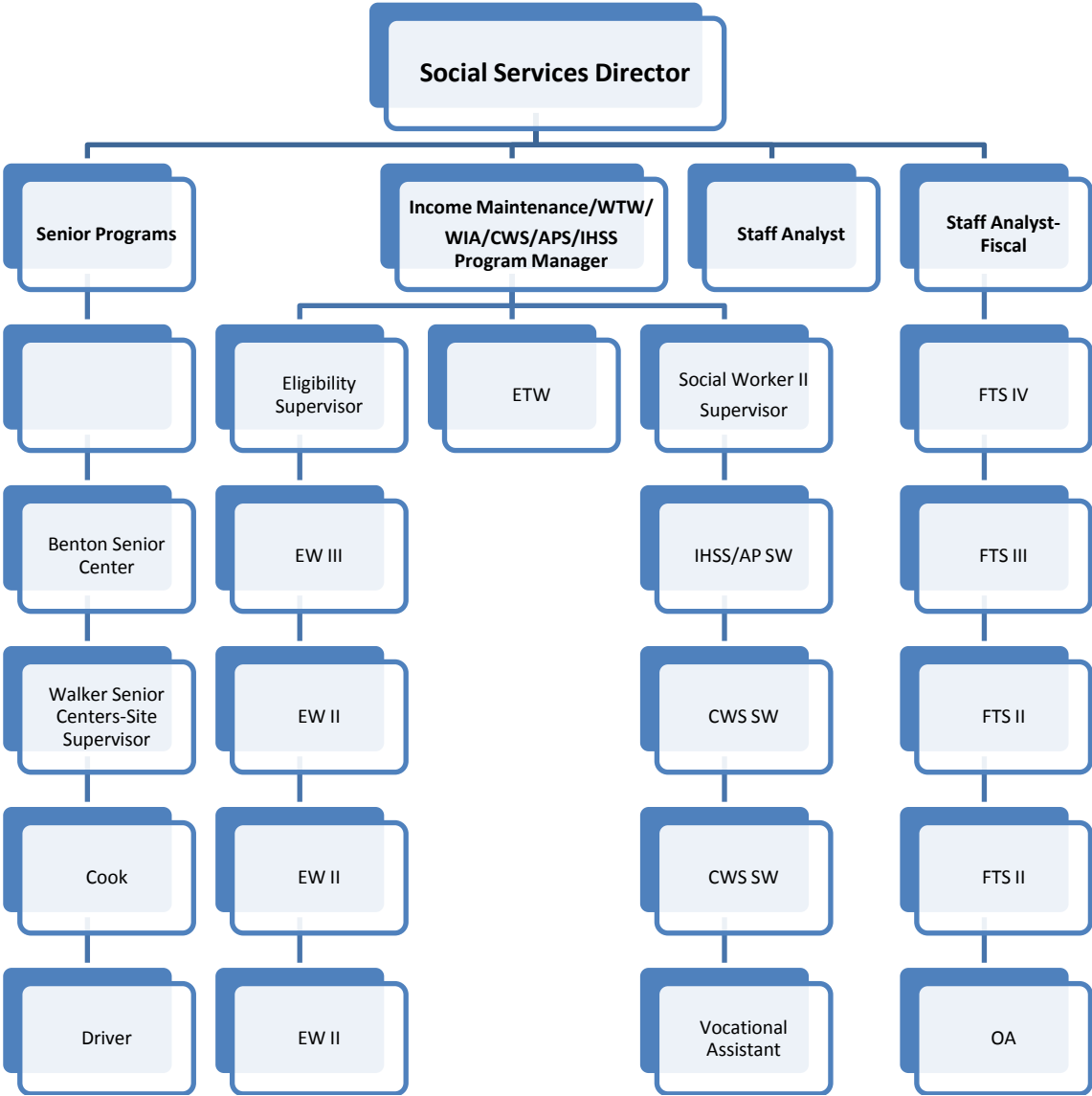
1. Mono County Probation – Karin Humiston, Chief Probation Officer
2. CAPC – Barbara Miller, CAPC Chair, Husky Club
3. First 5 Mono County Commission – Kathy Peterson, former Executive Director
4. Wild Iris and CASA – Susie Bains, Director of Programs
5. Mono County Office of Education (MCOE) – Stacy Adler, Superintendent
6. Mammoth Unified School District – Rich Boccia, (former) Superintendent
7. IMACA - Robyn Wisdom, Director
8. Mono County Behavioral Health – Robin Roberts, Director
9. Mono County Public Health – Lynda Salcido, Director
10. Foster Parent – Carolyn Balliet
11. Mono County Counsel – Stacey Simon, County Counsel
12. Mono County Sheriff – Rick Scholl, Sheriff
13. Mammoth Lakes Police Dept. – Dan Watson, Chief
14. Eastern Sierra Unified School District – Don Clark, Superintendent
15. Mammoth Hospital – Natalie Sanders, RN/Social Worker
16. Benton Reservation – Adora Saulque
17. Bridgeport Indian Colony – John Glazier, Chair
18. Honorable Stan Eller, Presiding Superior Court Judge
19. Honorable Mark Magit, Superior Court Judge
20. David Hammon, Public Defender
21. Gerry Mohun, Public Defender

Several attempts were made to engage previous foster care youth who had successfully transitioned out of the foster care system in the 2013 CSA process but they declined to participate. There are currently no prospective Mono County adoptions and there has not had an adoption since 2007; the Fresno District Office was not an active CSA Core Representative.

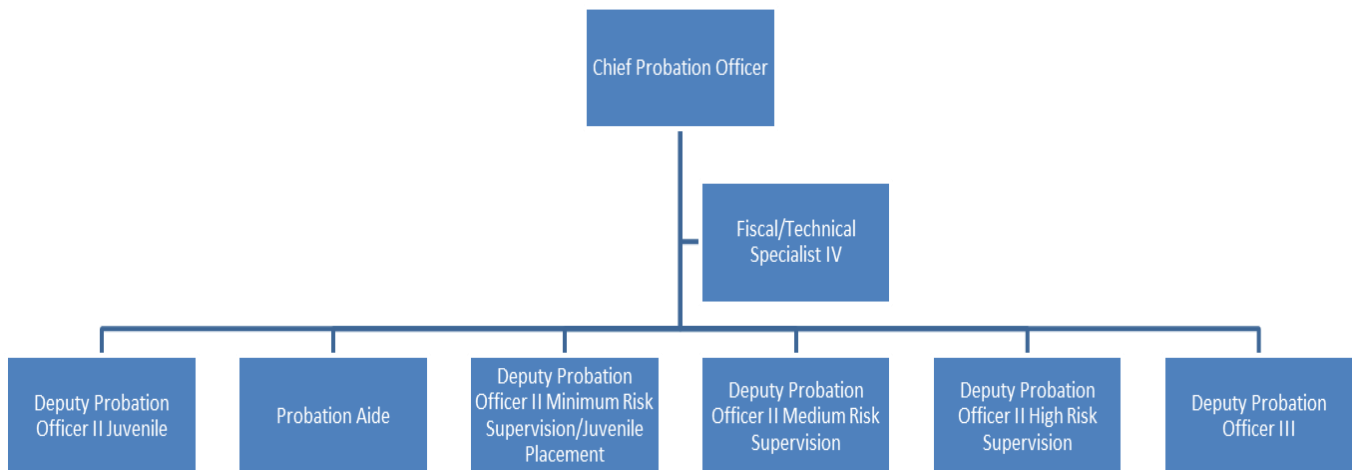
Mono County
Child Abuse Prevention Council
Updated 12/10/2012

Barbara Miller (Chairperson) bmiller@mammothusd.org	760-924-5622	MUSD/Husky Club
Mary Stanley (former Program Manager)		Dept. of Social Services
Sandra Pearce spearce@mono.ca.gov	760-924-1818	Mono County Health Dept.
Susi Bains sbains@wild-iris.org	760-934-2491	Wild Iris
Robyn Wisdom rwisdom@imaca.net	760-934-3343	IMACA
Robbi Downey (former staff member)		Mono County Behavioral Dept.
Donna Lisa Knowles DonnaLisa@donnalisaknowles.com	760-914-1797	Darkness2Light Facilitator
Kathy Harlander kathyharlander@gmail.com	760-924-7926	North Star Counselor/Intern
Kris McDaniel kmcdaniel@ci.Mammoth-lakes.ca.us		Parent
Didi Tergesen (Coordinator) dtergesen@monocoe.org	760-934-0031	MCOE/CAPC Coordinator

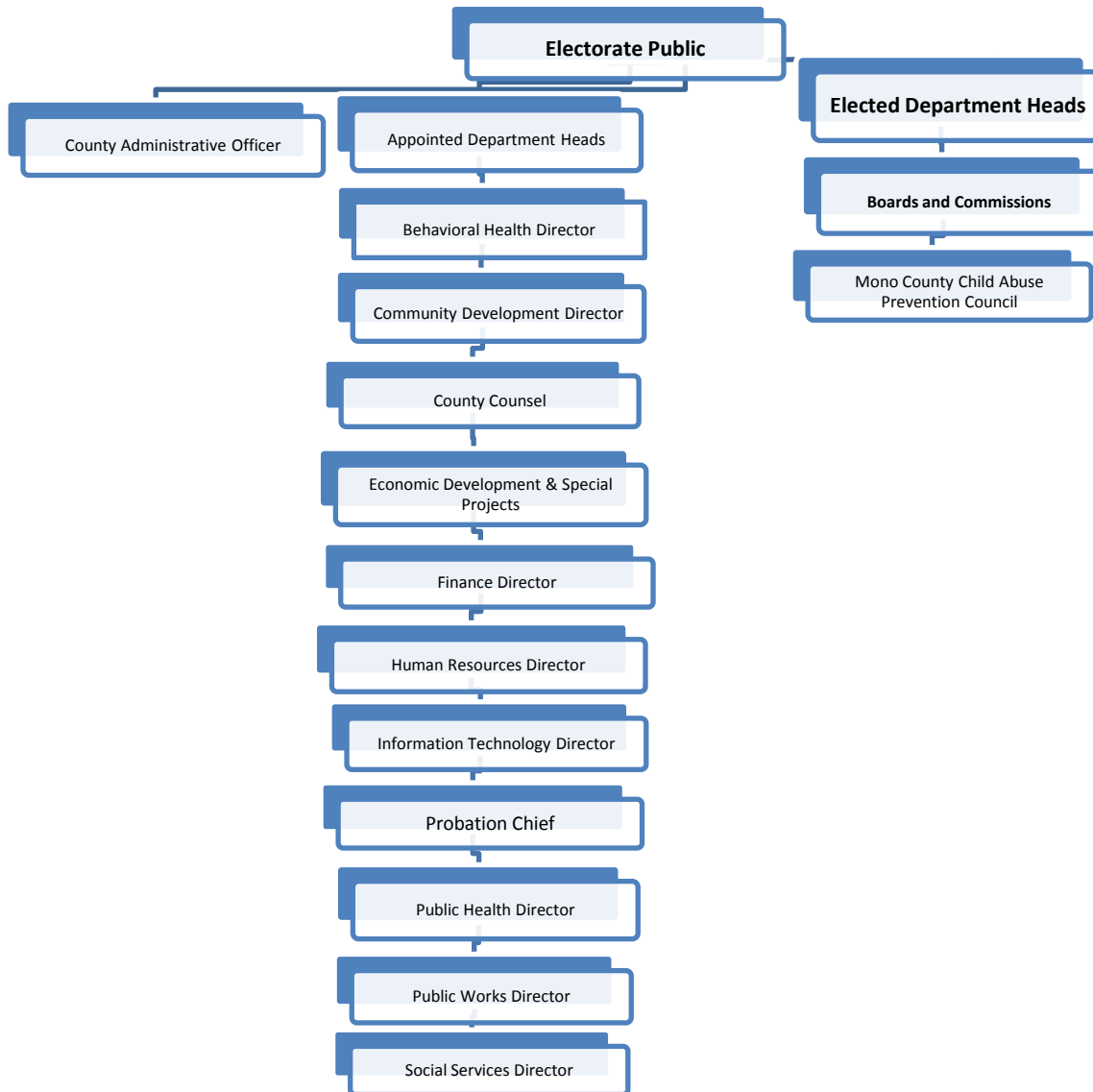
Mono County Social Services Organizational Structure



Mono County Probation Organizational Structure



County of Mono



Mono County Child Welfare and Probation Self-Assessment Questionnaire

General Information

The County Self-Assessment is part of the California Child and Family Services Review. This is a State-mandated triennial review process that results in a County System Improvement Plan for Child Welfare and Juvenile Probation services. The System Improvement Plan is the County’s commitment to both the State and the children and families served that steps will be taken to address areas in need of improvement.

On a quarterly basis, the counties and the state are measured on performance and outcomes in three areas: safety, permanence, and wellbeing.

Safety is measured by participation rates, risk assessment accuracy and timely contacts by social workers with children and families served. Mono County’s performance in this area is either above the national standard or improving, except in the area of response to referrals with a low level of urgency.

Permanence is measured by length and stability of placement in out of home care and reunification and adoption outcome efforts. The need for improvements in this performance area is indicated.

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

1. Please select (by placing an X) a box below that best describes you or your organization/agency.

<input type="checkbox"/>	Community Based Agency	<input type="checkbox"/>	Attorney (Parent or Child)
<input type="checkbox"/>	CWS Social Worker/Supervisor/Manager	<input type="checkbox"/>	Foster Youth (Current or former)
<input type="checkbox"/>	Other Public Agency	<input type="checkbox"/>	Law Enforcement
<input type="checkbox"/>	Parent	<input type="checkbox"/>	Substitute Caregiver
<input type="checkbox"/>	Superior Court Personnel	<input type="checkbox"/>	County Council
<input type="checkbox"/>	Probation	<input type="checkbox"/>	

Other (please specify)

2. What are the three most effective services you believe for children who are entering or participating in the Child Welfare System (CWS)? (Select only 3)

In-home support , home visits	Recreational programs
Parental education, support group	School based programs
Wraparound services	Job training & assistance
Substance abuse programs/drug court	Assistance for stable housing
Individual/family therapy/counseling	Parent child visitation

Other (please specify)

3. What are the three most effective services that you believe (or feel) help families reunify? (Select only 3)

In-home support, home visits	Domestic Violence Programs
Parental education or support group	School based programs
Wraparound Services	Job training & assistance
Substance abuse programs/drug court	Assistance for stable housing
Individual/family therapy/counseling	Family Meetings
Parent child visitation	CASA

Other (please specify)

4. Which of the following do you believe may hinder or delay reunification for families? (Select up to 3)

<input type="checkbox"/>	Wait list for services	<input type="checkbox"/>	Lack of Financial resources
<input type="checkbox"/>	Lack of parent engagement	<input type="checkbox"/>	Court Process
<input type="checkbox"/>	Social Worker practice	<input type="checkbox"/>	Parent's limitations
<input type="checkbox"/>	Insufficient housing	<input type="checkbox"/>	Excessive (Ineffective) case plan goals
<input type="checkbox"/>	Lack of social/family support	<input type="checkbox"/>	Lack of understanding of the system
<input type="checkbox"/>	Lack of transportation		

Other (please specify)

5. Which do you believe are the most effective services to increase placement stability for children in out of home care?

<p style="text-align: center;"><u>Foster Parent Training and Support</u></p> <p><input type="checkbox"/> Foster Parent Availability for Training (In Person)</p> <p><input type="checkbox"/> Therapeutic placements</p> <p><input type="checkbox"/> Age appropriate placements</p> <p><input type="checkbox"/> Sibling placements, etc. explain below</p>		<p style="text-align: center;"><u>Behavioral/Mental Health Services</u></p> <p><input type="checkbox"/> Neuropsychological evaluations</p> <p><input type="checkbox"/> Therapeutic/Clinical work</p> <p><input type="checkbox"/> Educational evaluations</p> <p><input type="checkbox"/> Vocational evaluations</p>	
<input type="checkbox"/>	Wraparound services	<input type="checkbox"/>	Recreational activities
<input type="checkbox"/>	Parent Child Visitation	<input type="checkbox"/>	Relative search/family finding

	Family Meetings		Sibling contact/visitation
	Child Care		Respite
	Kinship training and support		Supportive educational setting

Other (please specify)

6. What area(s) do you believe social workers and /or probation officers need to be better skilled in to serve children and families? (Select up to 3)

	Family engagement		Mental Health
	Child Development		Substance Abuse
	Family Assessment Tools		Domestic Violence
	Concurrent Planning		Indian Child Welfare Laws and resources
	Time management		Cultural Competence
	Sexual Abuse		Serving Military Families

Other (please specify)

7. The State and counties carry out activities to make sure quality services are available to children and families in the child welfare system. Which of the following activities are you aware of? (Check all that apply)

	System Improvement Plan		Licensing of foster care providers
	Peer Quality Case Review		Foster Care Ombudsman

Fairness and Equity	Child Death Review Committee
Child Abuse Prevention Committee	Judicial Council reviews
Foster Care Eligible Audits	Department of Justice Review

8. Do you feel that your input (opinions/ideas/concerns) regarding the child welfare system is solicited by the County of Mono?

Always	Most of the time	Sometimes	Never
--------	------------------	-----------	-------

9. Do you feel that your input (opinions/ideas/concerns) regarding the child welfare system are understood and/or acted upon by the County of Mono?

Always	Most of the time	Sometimes	Never
--------	------------------	-----------	-------

10. If you have opinions, ideas or concerns regarding your local Child Welfare Services or Probation Department do you know who to contact?

Yes	No
-----	----

Social Worker or Probation Officer Contact

This section will focus on the timeliness of Social Worker or Probation Officer contact on investigations and case management.

1. What has been your experience regarding the timeliness and responsiveness of the agency's action related to your report?

2. Are there areas that you see as a way for the Probation Department and/or Child Welfare Services to be more timely?

3. How has the timeliness or responsiveness of the agency affected your relationship with the agency?

4. How has the timeliness or responsiveness of the agency affected the family you called about?

Children in Foster Care

1. What do you believe are important elements or issues facing our families after they leave Child Welfare Services and/or the Probation Department?

2. What are the services they might need?

3. From your perspective, how can the Probation Department and/or Child Welfare Services contribute to increase the success rate of families who are involved in reunification services, thereby avoiding re-entry?

4. Do you think there are missing services that contribute to children going back into foster care? If so, what are they?

Emancipation and Permanency Planning

1. Achieving successful launching means: Preparing the youth with skills for managing adult life and creating meaningful permanent connection to provide support in the first decade of adult life. What can Child Welfare Services and/or Probation Department do to support these two important components of successful launching?

2. Achieving successful launching means: Preparing the youth with skills for managing adult life and creating meaningful permanent connection to provide support in the first decade of adult life. What can the community do to support these two important components of successful launching?

General Improvement

1. Understanding that the County's Self Improvement Plan process addresses children who are already involved with Probation Department/Child Welfare Services, do you have any additional thoughts on how we can improve our processes?



**Mono County
SB 163 Wrap Plan**

Prepared By

Ellen Thompson, Ph.D.

In consultation with the
Mono County Wrap Management Team

Mono County Wrap Management Team:

Mono County Behavioral Health
Mono County Social Services
Mono County Public Health
Mono County Probation

Section 1. Wraparound Implementation

I. Organizational Structure

A. Organizational & Administrative Structure for Wraparound Implementation

Mono County uses a public agency model for implementation of Wraparound according to SB 163.

The Mono County Wrap Program is a collaborative effort between the primary county agencies involved in providing services to children and their families: Mono County Behavioral Health (formerly Mono County Mental Health and Mono County Alcohol and Drug Program), Mono County Social Services, Mono County Probation, and Mono County Public Health. Mono County Behavioral Health serves as the lead agency and supplies the Wrap Coordinator. Social Services is the fiscal lead and pays for the services provided through the Wrap Program once services have been properly invoiced via the Wrap Coordinator.

The current structure for the Wrap Program reflects the history of and desire for cohesive working relations between Mono County agencies. Given our small size, it is not unusual for a family to be known by each of the agencies participating in the Wrap Program. Such a high level of collaboration enhances recognition and utilization of the strengths of individuals, families, service providers, and community factors.

B. Infrastructure for Developing and Maintaining Wrap

There are three teams within the program: The Management Team, the Core Wrap Team, and the Family Team.

The Management Team

The Management Team consists of the directors or designees of the Mono County departments of Behavioral Health, Social Services, Probation, and Public Health, as well as fiscal managers from Behavioral Health and Social Services, and the Wrap Coordinator. On a case by case basis, the Management Team may request participation and input from outside resources and community stakeholders. The Management Team is assigned the following tasks associated with administration of the Wrap Program, including, but not necessarily limited to the following:

- oversight of the budget;
- maintenance of realignment funding;
- supporting and supervising the Core Wrap Team;
- creating and implementing standards of care;
- creating and overseeing program evaluation procedures; and
- collaborating with and providing information to the community.

Management Team members support the Wrap Program within their agencies by implementing appropriate interagency procedures necessary to facilitate the Wrap process and overcome barriers to service delivery and collaboration.

The Management Team supplies the vision and the mission for the Wrap Program. The Management Team works closely with the Wrap Coordinator to ensure that the strengths of the Core Wrap Team and each Family Team are being utilized to the benefit of all involved. The Management Team selects individuals from each agency to make up the Core Wrap Team.

The Management Team identifies annual goals and desired outcomes for the Wrap Program. This team monitors adherence to Wrap program standards and encourages

all program participants to remain mindful and respectful of Wrap values. This group also collects data regarding the Wrap process and performance outcomes.

When the Core Wrap Team is unable to resolve conflicts or disagreements, the Management Team provides mediation and guidance for conflict resolution.

The Management Team creates an annual training budget and calendar for the Wrap Coordinator, Core Wrap Team members, Family Team members, and others involved in the Wrap process.

The Management Team strives to create community partnerships whenever possible. This team will provide leadership to the Wrap Coordinator and within the community in an effort to create liaisons that will support the strengths of the Family Teams. The Management Team recognizes that work within the community is essential for any of the Wrap families to be successful and will support such partnerships in order to help families participate in their community given their needs and based on their individual structure, culture, and connection with each community partner.

A significant duty of the Management Team is to review each referral to the Wrap Program to determine eligibility and suitability for admission to the program. The Management Team is also responsible for the decision to terminate a family from the Wrap Program should that become necessary and unavoidable.

The Core Wrap Team

The Core Wrap Team is overseen by the Wrap Coordinator. This core team will consist of, but not be limited to, the Wrap Coordinator, Behavioral Health therapists and care managers, the youth Probation Officer, CWS social workers, a Public Health Nurse, and parent partners.

The Core Wrap Team will meet every other week to discuss, evaluate, and make recommendations for improvement of the overall functioning of the Wrap program. Upon receipt of a new referral from the Management Team, the Core Wrap Team will discuss the case and decide which Core Wrap Team members should attend the initial Family Team meeting. On an ongoing basis, the team will monitor the progress of each Family Team and formulate plans to optimize the effectiveness of the Wrap Program for each child and family. The purpose of the regular Core Team meetings is not to make decisions for families, but rather to strategize ways of building ever more effective Family Teams.

The Core Wrap Team will review use of flexible Wrap funds and evaluate the appropriateness of expenditures in terms of relevance to family goals and sustainability. Such review will result in recommendations for improved decision-making regarding use of flexible funds in the future.

The Family Team

Each Wrap family has its own Family Team, consisting of the child and his or her family, the Wrap Coordinator, a representative from the referring agency (CWS, Probation, or Behavioral Health), relevant service providers, parent partners, individuals identified by the Core Wrap Team as potentially useful, and others identified by the family as helpful or supportive. The family members are encouraged to include natural supports—relatives, friends, teachers, and community members—as part of their Family Team.

The entire Family Team meets initially to address immediate needs, create a safety plan, identify strengths, formulate goals, identify the needs relevant to achievement of goals, and to strategize ways to build upon strengths to meet needs and achieve goals. An individualized Wrap Family Plan is generated during the first few Family Team meetings. This plan must incorporate system mandates that apply to the individual child and family. Each Family Team will ensure development of a family-centered, strength-based, needs-driven planning process for creating individualized services and support for children and their families.

Upon completion of the Family Plan, parents in consultation with the Wrap Coordinator determine which members of the original Family Team will attend subsequent team meetings held to review progress, recognize achievements, identify additional unmet needs, and strategize ways to modify plans for addressing needs and reaching goals. Additional participants identified by family members or the Wrap Coordinator may be invited to participate on the Family Team at any time during the Wrap process. A representative from the referring agency will attend all Family Team meetings. The Wrap Coordinator as well as other members of the Family Team consistently encourage family members to identify and increase involvement with the natural supports available within the community.

Family Team meetings occur weekly early in the Wrap process and during times of crisis. The frequency of meetings decreases as the family experiences success and becomes more independent and able to utilize natural community supports. Decisions about the frequency of Family Team meetings will be determined by the Family Team.

The Family Team will be the primary decision-making body for each child and family involved in the Wrap Program. Decisions will result from discussions in which all participate. The opinions of the child's immediate family will be given more weight than the opinions of other team members. It is understood that legal mandates and agency policies must be respected. The ideal is for all decisions to be made within Family Team meetings. Emergency Family Team meetings can be convened when an emergency or crisis calls for decisions and actions that cannot be postponed until the next regularly scheduled team meeting. When critical events occur that necessitate immediate decisions and actions, every effort will be made to notify all Family Team members as soon afterward as possible.

Wrap Coordinator

The Wrap Coordinator is provided by the Mono County Behavioral Health Department. The Wrap Coordinator participates in the Management Team and receives support and guidance from this team. The Wrap Coordinator leads the Core Wrap Team and facilitates Family Team meetings. The Wrap Coordinator is responsible for the creation and oversight of the implementation of the Wrap Family Plan. The Wrap Coordinator attends trainings in the Wrap process and encourages fidelity to Wraparound core values in all aspects of the program.

Organizational Structure for Wrap Implementation

The teams and their functions are:

TEAM	MEMBERS	FUNCTION
Mono County Board of Supervisors	Board of Supervisors	Governing body for the County and all districts within the County
Wrap Management Team	Representatives from the major child-serving agencies in Mono County	Oversees and plans for comprehensive services; allocates resources; develops operational guidelines for services; and addresses issues that cannot be resolved by the Core Wrap Team
Core Wrap Team	Wrap Coordinator, representatives from Behavioral Health, Probation, Social Services, and Public Health	Meets every other week to consider referrals and recommend participants for the initial Family Team meetings; regularly evaluates fidelity to Wrap standards; evaluates youth and family progress and outcomes.
Wrap Family Team	Child, parents, and family members; Wrap Coordinator; representative from referring agency; service delivery staff including case managers, social workers, clinicians, parent partners, probation officers, school counselors, mentors, and health delivery staff such as public health nurses or primary care providers; and informal members as requested by the family.	This team ensures development and implementation of the individualized Family Plan for each child/family in the system. The team provides and/or coordinates any necessary formal services. Families are full partners with access, voice, and ownership at all levels of planning and implementation of their Family Plans. This is the primary decision making body for each case.

C. Community Team

There are two community-level teams providing multi-faceted input and support for Mono County's Wraparound process. The first of these teams, the Mono County Behavioral Health Advisory Board, is a group of concerned and active citizenry who meet monthly to provide oversight and guidance for Behavioral Health in general. The group is comprised of the Behavioral Health Director, Behavioral Health consumers and family members of consumers, members of the county Board of Supervisors, the local police chief, and several business people spanning a variety of occupations. Because the lead agency for Wrap is Mono County Behavioral Health, and because the Behavioral Health Advisory Board has duties that are in statute regarding services and programs, this group receives information about the Wrap program on an ongoing basis. Advisory Board members have ample opportunity for input regarding the overall vision and design of the program as well as the continuum of services available to children and their families via the Wrap process. Advisory board members carry

information about Wrap out into the community and utilize their contacts and connections to assist with the development of community supports and resources for youth and families within the program.

The second community team providing input and support for the Wrap Program is the Mono County Multi-Agency Leadership Council (MAC), a community group comprised of representatives from town and county government agencies, local school districts, Mammoth Mountain Ski Area, local businesses, churches, community leaders, and other interested parties. Chaired by school district personnel, MAC has bimonthly meetings to discuss and address a wide variety of community issues and concerns, including issues related to services and out-of-home placements for youth. As part of their duties as directors of County agencies, Wrap Management Team members are regular participants in MAC. In an effort to expand the involvement and commitment of community stakeholders, the Wrap Management Team plans to make a presentation at the next MAC meeting regarding the recent revisions to the Wrap Program. Following the initial presentation, Management Team members will give regular reports at MAC meetings of Wrap activities and outcomes. MAC members will have an opportunity to make recommendations for program improvements. It is anticipated that this group will have ideas, ways and means to greatly expand access to community supports.

II. Target Population, Eligibility, and Referral

A. Service Allocation Slots

The Management Team expects to be able to serve two youth and their families at any one time in the Wrap Program.

B. Criteria and Process for Selection and Referral

All Mono County children who have been adjudicated as either a dependent or ward of the Juvenile Court pursuant to Welfare and Institutions Code Sections 300, 601, or 602, *and* who have been placed, or are at risk of placement, in a group home in Rate Classification Level (RCL) 10 or above, *and* who meet program criteria, may be considered for the Mono County Wrap Program.

Referral to the Wrap Program of children who are currently in, or at risk of being placed in, a level 10 or above group home is made by staff from Mono County Social Services, Mono County Probation, or Mono County Behavioral Health. A representative from the referring agency meets with the family under consideration for referral to explain the Wrap Program and discuss the possibility of admission. If the family expresses interest and willingness to engage in the program, the referring agency prepares a Wrap Referral Packet and presents it to the Management Team for consideration. Upon notification of a pending application, the Management Team will convene within 5 working days to review the application and make decisions regarding acceptance into the Wrap Program.

Families who meet the following criteria receive priority consideration for acceptance into the program:

- Family is highly motivated to keep their child in the home and agrees to help develop community and informal resources to meet their needs;
- Child/youth does not pose an unacceptable level of risk for violence;
- Child/youth does not have mental health issues too complex or severe to be managed successfully within the community;
- Child/youth is willing to be a part of his/her family;
- Given adequate services and supports, family is presumed able to provide a safe home for the child/youth;
- There is a realistic permanency plan in place; and
- There is reasonable expectation that the child can experience success and be maintained in the home with enhanced local supports.

Upon acceptance of a referral by the Management Team, parents and relevant family members will meet with the Wrap Coordinator to learn more about the Wrap Program process, values, and procedures. In concert with the Wrap principle of complete family involvement, the family is encouraged to participate as a full and active partner in the Wrap process. Parents are given the opportunity to make an informed decision regarding participation in the Wrap Program.

Families who decide to accept the invitation to enter the Wrap Program will then sign all needed consents and authorizations to release and exchange information. The Wrap Coordinator begins the identification of child and family strengths in this first contact. In an effort to engage the family in active participation in decision-making, the Wrap Coordinator engages the family in making plans for the first Family Team meeting which will be scheduled at a time and location convenient for the family. Family members are urged to identify whatever natural supports they have and to consider inviting them to the first Family Team meeting.

III. Wrap Methods and Best Practices

A. Vision/Mission

The *Vision* of the Mono County Wraparound Program is to see that all children in Mono County reach adult age having experienced a safe, healthy and nurturing environment at home, at school and in the community, and, as a result, successfully achieving their potential.

The *Mission* of the Mono County Wraparound Program is to promote independence and self-sufficiency in eligible children and families by strengthening parental resilience, to develop positive social connections for parents and children, to increase caregiver knowledge of parenting skills and child development, to facilitate access to support in time of need, and to nurture social and emotional competence in children.

B. Best Practice Standards

Family voice and choice.	Families function as full partners with access, voice, and ownership at all levels of planning and implementation. Families will be involved in all stages of planning for their children. The Family Team will be
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	the primary decision- making vehicle in determining strengths and needs and in developing support plans. Team meetings will be conducted in such a way as to clearly communicate the respect given to families and their input. Results from regularly gathered feedback regarding satisfaction of youth and families will be utilized to make program improvements.
Team Based	Unique Family Teams will include family members, supportive community members, and service providers. Each family takes the lead in identifying individuals who play a meaningful role in the family's life to serve as members of the team. The eventual goal is for the majority of the team to be comprised of the family's personal support network. Lacking this, one of the tasks for the team will be the development of such a support network within the community for each family.
Natural Supports	Beginning with the first meeting with the Wrap Coordinator, youth and families are encouraged and helped to identify extended family members, community members, and tribal members who already provide, or might be able to provide, support. Participation of natural supports in Family Team meetings will be encouraged. Reliance upon natural supports will be given first priority when formulating strategies to meet needs.
Collaboration	A single Family Plan will be developed during the first few Family Team meetings. Goals identified within the plan will reflect the mandates and perspectives of all participants of the Family Team. Services provided will be tailored to promote progress on these goals. Family Team members will share responsibility for implementing strategies and monitoring progress.
Community-based	Meetings and services are provided in the family's environment – home, church, school, and community—whenever possible. Informal community and family resources are given preference when designing strategies to achieve goals.
Culturally competent	All services are tailored to specific family culture, values, norms, strengths and preferences. Mono County has available community members for bilingual/bicultural interventions. Mono County has Hispanic and Native American representation. Also, an interpreter is on staff and available. All forms are produced in Spanish as well as English. Family advocacy includes diversity training for all staff. The unique culture of each family is honored and supported. Ongoing feedback from each family is given priority consideration during all stages of the planning and implementation of Family Plans. Family Plans are to be culturally sensitive and supportive.
Persistence	Wrap participants recognize that progress toward goals is uneven and inconsistent. Every effort is made to turn problems into opportunities for skill-building and learning. Wrap staff provide on-call 24-hour in-person response to crisis situations as needed. Response intensity will be increased or decreased according to input

	from the Family Team. The goal is to assist family members as they develop their own support network. Youth will not be terminated from the Wrap Program for uneven or slow progress. Only in the most dire circumstances will youth be terminated from the Wrap Program. Every effort will be made to provide whatever supports might be needed to create and maintain a stable home for each child in the Wrap program.
Strength-based	Agency providers will begin work with families from a strength-based perspective, helping families to define their strengths, abilities, survival skills, and potential, beginning with the first conversation. Child and family strengths will be identified in the initial meeting with the Wrap Coordinator, elaborated in the first Family Team meeting, and built upon during the process of working with each family unit. Strategies identified in each Family Plan will build upon youth, family, community, and provider strengths and abilities. In strength-based programs, families are empowered to identify their own needs and to develop plans and strategies to address those needs. Families will be encouraged to identify their needs and their ideas regarding ways to help them achieve their goals.
Outcome-Based	Each goal in the individualized Family Plan will include objective, measurable, and observable ways to evaluate success. Progress on these measures will be monitored during Family Team meetings. Steps toward success will be acknowledged and celebrated during these meetings. Obstacles to progress will also be identified and strategies devised to overcome obstacles. The Family Plan will be modified as needed.
Individualized	An individualized Family Plan will be developed by each Family Team, looking at areas such as school, support and financial needs, crisis situations, mental health needs, and Court orders. Needs focus on family, child, community safety, and family voice. Family strengths are kept in mind in all discussions regarding plans for meeting needs. Plans will identify individualized strategies needed to accomplish goals specific to the family.

IV. Staff Resources and Development

A. Wrap Staff Support

The staff resources for the Mono County Wrap program will be drawn from the Mono County Departments of Behavioral Health, Probation, Social Services, and Public Health. Staff are housed within their respective departments located on the same floor of the Sierra Center Mall in Mammoth Lakes.

Mono County Behavioral Health provides the Wrap Coordinator, the Behavioral Health Director, the clinicians, parent partners, and the care managers.

The Mono County Department of Social Services has agreed to provide one Social Worker III position to participate on the Core Wrap Team, make referrals to the Wrap Program, participate on Family Teams as assigned, provide case management of cases involved with Child Welfare Services, and serve as liaison with Social Services. The Social Services Director participates on the Management Team.

The Mono County Probation Department provides one Deputy Probation Officer to provide direct oversight of children involved in Wrap. This Deputy Probation Officer makes referrals to the Wrap Program, participates on the Core Wrap Team and Family Teams as assigned. Mono County Probation also provides the Chief Probation Officer to sit on the Management Team.

The Mono County Health Department Director participates on the Management Team. The Health Department provides a Public Health Nurse to participate on the Core Wrap Team and Family Teams as assigned. The Health Department will provide health-related items to Wrap families upon request.

Wrap staff duties are as follows:

Behavioral Health Director

- Final decision-making for difficult clinical issues
- Administrative oversight for Wrap
- Participates in Wrap Management Team
- Ensures that Wrap values, principles, and philosophy are utilized in all aspects of Wrap programming
- Develops contracts, purchases services, and monitors expenditures

Wrap Coordinator

- Participates in Management Team
- Presents new referrals to Management Team
- Leads Core Wrap Team
- Helps determine agency composition on family teams
- Oversees and supervises program and staff to ensure adherence to Wrap ideals
- Organizes training for staff in Wrap best practices and family conferencing
- Serves as the County's Wrap trainer
- Informs and educates families about the program
- Coordinates Family Team members and sets up meetings
- Facilitates Family Team meetings
- Takes notes at Family Team meetings and makes notes available to team members, including those who were not present

- Actively participates in Family Team meetings to ensure cross-organizational and community supports are available to each Family Team
- Responsible for reviewing each Family Plan to ensure it uses a strength-based approach to adequately address the needs of the child and his or her family as well as community safety
- Acts as liaison between the Family Team, the Core Wrap Team, and the Management Team.
- Recruits parent involvement in program policy, development, and implementation
- Develops multiple family support activities
- Develops family and community resources
- Makes decisions regarding spending of flexible funds under \$500
- Consults with Behavioral Health Director regarding flexible fund expenditures in excess of \$500

Behavioral Health Clinician

- Participates on Core Wrap Team
- Prepares and presents referrals to Management Team
- Participates on Family Teams as assigned
- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan
- Suggests family plan updates as they are needed
- Provides individual and/or family therapy if requested by the Family Team
- Provides clinical guidance and support to the Family Team
- Clinical work is needs-driven using Wrap best practices
- Maintains accurate mental health charting that meets Medi-Cal standards
- Links families to Mono County's 24-hour crisis response system
- Coordinates with schools and other community agencies regarding family needs

Behavioral Health Care Manager

- Participates on Core Wrap Team
- Participates on Family Team as assigned
- Actively participates in Family Team meetings
- Works with the Family Team to identify strengths and concerns
- Assists with community resource identification and access
- Supplies mentoring and coaching
- Provides in-home support
- Can arrange for respite care through Mono County Department of Social Services

- Participates in provision of after-hour support for crises and family emergencies

Social Services CWS Social Worker

- Participates on Core Wrap Team
- Prepares and presents referrals to Management Team
- Participates on Family Teams as assigned
- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan
- Suggests family plan updates as they are needed
- Assists Family Team to prepare family plan that adequately addresses safety issues
- Assists with accessing community resources
- Assists in tracking data
- Can arrange for respite care through Mono County Department of Social Services
- Participates in provision of after-hour support for crises and family emergencies

Probation Officer

- Participates on Core Wrap Team
- Prepares and presents referrals to Management Team
- Participates on Family Teams as assigned
- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan
- Suggests family plan updates as they are needed
- Assists Family Team to prepare family plan that adequately addresses probation issues
- Provides case management for Probation children
- Tracks children in placement and works with family and Core Wrap Team on plans to ensure each child's successful return to his or her home community
- Participates in provision of after-hour support for crises and family emergencies

Public Health Nurse

- Participates on Core Wrap Team
- Participates on Family Teams as assigned
- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan
- Suggests family plan updates as they are needed
- Assists Family Team to prepare family plan that adequately addresses health issues

Parent Partner

- Participates on Core Wrap Team
- Participates on Family Teams as assigned
- Works closely with parents to provide support and guidance
- Models and advises parents on best ways to advocate for their child and assume an active role in team decision-making
- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan

B. Training

The Management Team is committed to provision of regular trainings to enhance the quality of intervention provided to children and families through the Wrap Program.

At the inception of the Wrap Program in Mono County, an overview of the Wrap program was presented to Mono County Departments of Probation, Mental Health, and Social Services as well as the Mono County Office of Education and both Unified School Districts within Mono County. The above multi-agency group also took part in a conference call with Karen Neilsen, CDSS Analyst, to discuss the Wrap concept. Due to the fact that the initial training occurred many years ago and many of those who received training are no longer with Mono County, the Wrap Coordinator is currently working with Caroline Caton of CDSS to arrange additional training to enhance skills for Wrap staff and families. The current Wrap Coordinator has been involved in on-going dialogue with CDSS regarding revisions and improvements to the existing Mono County Wrap Program. The Wrap Coordinator and a member of the Core Wrap Team from Social Services attended the Wrap Institute training in June 2012.

In addition to regular training for staff, training will also be provided by Wrap staff for children and families involved in the Wrap Program. Families will receive training on utilizing the Wrap Program to maximum benefit, becoming informed decision-makers, using community supports and resources to meet their needs, and advocating for their children. Training will also be offered to families as needed on topics including, but not limited to, behavior management, positive discipline, and parenting skills for parents with a child on probation. Ongoing behavior management training in the context of home, community, and school is available for Core Wrap Team members and members of Family Teams. Teams receive timely consultation to promote acquisition of skills needed to ensure that assistances are truly needs-driven at the family level.

Representatives of the Mono County Wrap Program intend to participate regularly in regional Wrap Hub meetings. We expect these meetings to assist us to maintain our focus on Wrap principles and to improve practices by networking with others providing Wrap.

It has been a number of years since the community as a whole has received information regarding the Wrap Program. With the current revisions to the Mono County Wrap Program, it is time to provide information regarding the program and referral process to the schools, parents, and community members. Upon completion of the revised Wrap Plan, the local radio station and local newspapers serving Mono County will be

contacted and given current information. The Wrap Coordinator will offer to present information regarding the Wrap Program on the *Exhausted Parent Network*, a weekly radio show providing information and support for parents. The newspapers will be encouraged to publish stories about the program and Wrap staff will provide information for the stories. When school resumes in the fall, the Wrap Coordinator will attend a meeting of each local school board to provide updated information regarding the Wrap Program.

V. Fiscal Capacity

Mono County Department of Social Services and Mono County Behavioral Health will be responsible for Wrap placement payments and will also administer the realignment funds earmarked for SB 163 coming into Mono County. Fiscal staff from Mono County Department of Social Services and Mono County Behavioral Health will also administer the Wrap reserve fund. Behavioral Health will retain the ability to disperse flexible funds as identified and requested by Family Teams. Any savings realized from the Wrap Program will be pooled and reinvested to further expand or enhance the program and resources for children and families. Mono County will utilize available technical assistance from the State to increase knowledge at the County level in order to maximize all available funding streams.

Mono County's Wrap budget plan is designed to be budget neutral. It is also designed to be flexible while maintaining fiscal integrity in meeting Wrap programmatic needs. Mono County Behavioral Health is Medi-Cal certified and can draw down funds.

Mono County expects to be able to manage two open and active Wrap cases at any one time.

VI. Quality Management

A. Process Evaluation

Data will be collected in a systematic way on a regular basis to assess program fidelity to process elements identified as key to the success of the Wrap Program in Mono County. The following key process elements have been identified:

- Family members, including youth, are given a central role in guiding the Wrap process and team decisions, as evidenced by:
 - Families are oriented to Wrap prior to first family team meeting;
 - Family given opportunity to have input regarding make-up of Family Team, location and timing of family team meetings;
 - Family perspectives given priority in planning and implementation;
 - Family and youth have significant input into all team decisions; and
 - No decisions are made without input from family.
- A strength-based focus is maintained throughout all phases of Wrap program, as evidenced by:
 - Identification of strengths in first orientation meeting with Wrap Coordinator;

- Strengths identified in Family Plan;
- Strengths utilized whenever possible as basis for strategies to meet needs identified in Family Plan;
- Family team meeting discussions acknowledge and emphasize strengths as opposed to focusing on deficits; and
- Family expertise regarding their child is given recognition and respect.
- Informal community resources and natural supports are utilized extensively to address needs and achieve goals, as evidenced by:
 - Implementation of techniques to identify and encourage inclusion of natural supports beginning with first orientation meetings with Wrap Coordinator;
 - Inclusion of such supports and resources within Family Plans;
 - Discussions in Family Team meetings of ways to develop and include natural and informal community resources; and
 - Reflection in Family Team meeting notes and Family Plans that reliance on such supports is generally increasing over time.
- All participants in Wrap Program remain committed to being flexible, creative, and persistent in order to do what is necessary to help youth and families achieve goals, as evidenced by:
 - Family Plans that reflect flexibility and creativity;
 - Retention of youth and families in the Wrap Program until goals have been achieved except in extreme cases; and
 - Decisions to terminate Wrap cases are made only after careful review by the Management Team finds that, even with extensive support as might be provided through the Wrap Program, the youth's continued placement in the home will seriously jeopardize youth, family, and/or community safety.
- All team members work cooperatively and collaboratively to reach goals identified on the Family Plan, as evidenced by:
 - Adherence to conflict resolution procedures within Core Wrap Team;
 - Behavioral Health Individual treatment plans, CWS service plans, and Probation orders reflect coordinated effort to achieve goals identified on Family Plans; and
 - Feedback from and evaluation by Core Wrap Team and/or Management Team.

Adherence to Wrap standards and key process elements will be evaluated using the following tools:

- Feedback from youth and family regarding satisfaction with Wrap Program and process within first month of entry into Wrap and once each quarter thereafter;
- Evaluation form completed monthly by Family Team members regarding fidelity to Wrap values and process during Family team meetings;

- Regular discussion and informal evaluation of family satisfaction and adherence to Wrap standards by Family Team members at Family Team meetings;
- Regular discussion and informal evaluation of adherence to Wrap standards by Core Wrap Team; and
- Review of Family Plans by Core Wrap Team.

B. Outcome Evaluation

The general aim of the Mono County Wrap Program is to enable children and youth to be “at home, in school, and out of trouble.” In order to achieve this aim without creating excessive dependence in youth and families, the Wrap Program strives to increase youth and family strengths, assets, ability to advocate for their children and themselves, and capacity to utilize informal and natural supports to meet their needs.

Evaluation of outcomes will allow the Mono County Wrap Program to determine whether the general aim is being achieved, what aspects of the program are working well, and where improvements are needed.

Domains of Evaluation	Evaluation Strategies
Cost Effectiveness	Costs for each Wrap case will be tallied and compared with the costs that would be accrued if the youth was in placement.
Family Functioning	<p>The following data will be gathered on a monthly basis:</p> <ul style="list-style-type: none"> • Attendance at Family Team meetings • Participation in agreed-upon services • Reports to CWS • Legal problems (arrests, incarceration, probation violations, etc.) • Maintenance of suitable housing • Parental employment
Prevention of Placements in More Restrictive Environments	<p>The following data will be gathered:</p> <ul style="list-style-type: none"> • Number of youth referred to Wrap • Number of youth who enter Wrap • Number of referrals who decline or fail to enter Wrap • Number of youth who participate in Wrap, achieve their goals, graduate from Wrap, and remain in their homes • Number of youth who are unable to succeed in Wrap and must eventually be placed into a group home • Number of youth who use Wrap to successfully return to their homes following a group home placement • Number of youth who are placed into group homes following successful graduation from Wrap • Number of youth placed in group homes without referral to the Wrap Program
Improvement of Emotional & Behavioral Adjustment	The <i>Child and Adolescent Functional Assessment Scale</i> (CAFAS) will be administered to each youth upon entrance into the Wrap Program, again each quarter, and at the close of the program.

	Adherence to terms of probation (if applicable) will be discussed and evaluated in Family Team meetings. Youth and family will be contacted six months after graduation from Wrap to assess whether progress has been maintained on goals.
School Attendance	Weekly reports regarding attendance will be gathered from schools, reported and discussed at Family Team meetings.
Academic Performance	Grade checks will be gathered from schools, reported and discussed at Family Team meetings. Report cards will be reviewed.
Parent/Caregiver Satisfaction	The <i>Stress Index for Parents of Adolescents</i> , a screening and diagnostic instrument that identifies areas of stress in parent-adolescent interactions, allowing examination of the relationship of parenting stress to adolescent characteristics, parent characteristics, the quality of the adolescent-parent interactions, and stressful life circumstances, will be administered to parents at entrance into the Wrap Program, again each quarter, and at graduation.
Improvement of Family Involvement	The <i>Family Empowerment Scale</i> , an instrument designed to assess the empowerment experienced and expressed by a parent or caregiver of a child with emotional, behavioral, and/or developmental challenges, will be administered at entrance into the Wrap Program and again each quarter.

Evaluation of progress and outcomes for each child and family is an integral part of the Wrap program and occurs regularly, frequently, and at several levels within the program.

At each Family Team meeting

Progress will systematically be evaluated during each Family Team meeting using the Family Plan as well as more general indicators of functioning. Each Family Plan will focus on goals identified by the child and family and will incorporate any system mandates that apply to the individual child and family. The plan will be written in such a way as to allow objective and measurable assessment of progress toward goals. In addition to progress toward goals, functioning of the youth and family will be assessed by monitoring factors such as school attendance, grades, maintenance of suitable housing and employment, child abuse reports, legal problems (arrests, incarceration, probation violations), crises, attendance at Family Team meetings, and participation in agreed-upon services.

Monthly

The Core Wrap Team will evaluate and review progress of each case at least once a month. When needed, this team will recommend strategies to improve the functioning of the Family Team.

Quarterly

On a quarterly basis several scales will be administered to assess youth functioning, parental stress, and the parental sense of empowerment. Also on a quarterly basis the

Wrap Coordinator in concert with the Family Team will prepare a Wrap progress report. Such a quarterly progress report will be prepared prior to Court review hearings. A representative from the referring agency will always participate in the development of progress reports even in cases where the family has elected not to include the representative in Family Team meetings.

Managing Disagreements

Every effort will be made to reach consensus among team members during both planning and evaluation processes. On occasion during the preparation of a Wrap progress report prior to a Court hearing, Family Team members may not be able to resolve disagreements about the plan of care, service delivery issues, child and family participation in services, quality of participation in Wrap, achievement of treatment goals, or more general indicators of functioning. In this event, a pre-court meeting will be set including all legal parties, the Family Team members, and one or more Management Team members, to address differences and attempt to reach consensus. If the disagreement remains despite best efforts to find common ground, the Wrap Coordinator will prepare an addendum to the progress report that clearly documents any disagreements. The addendum will explain the issue and provide as much detail as possible regarding the disagreement, including identification of the individuals who hold opinions different than the larger group. The Wrap Coordinator will be available to present the progress report and addendum at the Court hearing if requested to do so.

Section 2

I. Project Planning

A. Description of Planning Process

Mono County utilized representatives from the community, including parents, as well as individuals from the Departments of Mental Health, Social Services, Probation, and County Office of Education to initially design the Wrap plan. This group met numerous times and most group members received training sponsored by the State in either Children's System of Care concepts and/or Wrap. There was some limited review of other county Wrap programs. Mono County engaged the community and stakeholders by involving them in orientation sessions to solicit input. Community input regarding Children's System of Care and Wrap was also actively solicited by the Policy Council.

Current revisions to the Mono County Wrap Plan reflect the efforts of the Management Team. Revisions are based largely on lessons learned from the operation of the Wrap Program in Mono County in previous years. Consultation provided by Caroline Caton of CDSS has been invaluable in assisting the Management Team to revision the Wrap Program. The Wrap Program staff in Mariposa County generously shared expertise and experience to help Mono County revive and revise the Wrap Program to be more consistent with the Wrap principles and more effective in supporting children and families within our small rural county. Feedback from previous participants in the Wrap Program has been informally solicited to enhance the revisioning process.

B. Stakeholder Participation in Planning

As part of the initial planning process, key stakeholders were selected from a variety of county and community organizations. The county agencies that provide services to youth and their families were included in the Wrap Design team. These agencies have been adequately listed in earlier sections of this document. Children's System of Care staff and parent advocates were also included. The Policy Council had an active role in planning and was involved in all key decisions. Most Policy Council members attended a statewide Wrap conference held in 2001.

Revisions to the Wrap Plan have been formulated with guidance from the Wrap Management Team, described above.

C. Continuing Stakeholder Involvement and Commitment

The involvement and commitment of stakeholders is expected to increase as a result of the expansion of efforts to educate the community about Wrap and the recent changes to Mono County's Wrap Plan. Creating a Wrap presence at the MAC (Management Advisory Committee) meetings will provide ongoing opportunities for stakeholders to have input and be involved in Wrap in Mono County.

Efforts will be made to encourage families who have participated in Wrap to remain involved in building the program even after their child graduates.

II. Change Process

A. County

The Wrap program will facilitate changes associated with Wrap by providing continuous and on-going education to staff and the community regarding family-centered, strength-based practices. Emphasis will be placed on these concepts:

- Family-defined foci of Wrap
- Families defining their own needs
- Family-driven planning
- Individualized family plans
- Flexible use of resources
- Emphasis on strengths rather than deficits

The above has been a paradigm shift in that Wrap focuses on the family's definition of what is in the best interest of each child and family unit. Family representatives are included on all decision-making bodies.

In an effort to support the shift toward family-centered and strength-based practices, Mono County Departments of Social Services and Behavioral Health have initiated a policy of weekly meetings attended by staff from both agencies. Staff review and discuss all shared cases. Staff compare CWS case plans and Behavioral Health treatment plans in an attempt to improve collaboration between agencies. These meetings allow regular opportunities for staff from both agencies to be mindful of and practice the shifts associated with family-centered and strength-based practice.

B. Community Team

The function of the previous Policy Committee was to ensure that the program was family-based and had family representation. The Policy Committee has been replaced by the Wrap Management Team. This team seeks to assess and develop community support and resources and identify training needs. The Management Team members provide input to Mono County's strategic county plan and address the overall vision for Wrap.

Section 3. Wrap Agency

I. Wrap Agency Requirements

B. Operations

Mono County Departments of Behavioral Health, Probation, and Social Services have staff on-call 24 hours per day to respond to after-hours crises and family emergencies.

Mono County Behavioral Health has been providing family-centered, strength-based, needs-driven support to children and their families through the Wrap Program since the initial Wrap Plan was submitted and approved in 2002. Clinicians and staff regularly work closely with Probation and Social Services when they share clients. Clinicians make every effort to tailor behavioral health treatment plans to support the goals and needs identified in service plans of these other agencies.

The current Wrap Coordinator and another clinician from Mono County Behavioral Health attend weekly meetings with Child Welfare Services staff to coordinate services provided to shared client youth and families. Staff from both agencies are anticipating additional needs for collaboration and coordination of services in response to the Katie A settlement.

Efforts to maintain and expand a network of community resources are ongoing. The rural nature of Mono County with its widely separated small communities necessitates flexibility in the provision of all services in the field and satellite offices. Staff regularly travel to outlying areas to meet with families in homes or other suitable locations. Such flexibility is not limited to youth and families in the Wrap Program but is available for all clients.

Behavioral Health has recently expanded hours of operation in order to be even more flexible in service delivery. Staff are now available until 6:00 PM Monday through Friday.

The process for approval of use of flexible funds has been modified to allow easier and faster access. The Wrap Coordinator now has the authority to approve expenditure of flexible funds (<\$500) after discussion and approval of such expenditure by the Family Team. Larger expenditures are reviewed and approved by a member of the Management Team. Most flexible funds will be accessed using County credit cards.

When a check must be written, the county fiscal office has agreed to expedite the process in order to make it available within 24 to 48 hours.

C. Staff Resources and Training

The Wrap Coordinator along with members of the Core Wrap Team will:

- Coordinate training in family support, parent advocacy, mentoring, and coaching of parents/caregivers;
- Take an active part in Wrap training provided by State CDSS;
- Attend trainings relevant to the Wrap process; and
- Provide trainings on Wrap values and principles, behavior management, and other topics as needed to staff and families.

The Core Wrap Team and community stakeholders will continue to take advantage of trainings that emphasize the core values and principles of Wrap and the implications of these values for practice, programs and systems. Staff will be mentored and coached on an ongoing basis both locally and at out-of-county trainings. Attendance at State-sponsored Wrap trainings will be supported by the Management Team.

The Wrap Coordinator is supplied by Mono County Behavioral Health. Although this person has duties and responsibilities outside the Wrap Program, adequate time has been allocated in her schedule to allow her to implement the Wrap Program. All clinicians and care managers within the Behavioral Health Department will participate to some degree in Wrap, depending upon the needs of Wrap families. Recruitment is under way for parent partners. Several potential parent partners have been identified and will attend the upcoming four-day Wrap training to be scheduled in Mono County.

Summary

Mono County has renewed its commitment to providing a Wrap Program that is family-centered, strength-based, and needs-driven. Mono County is committed to working collaboratively with all community partners. It is anticipated that the next year will be a time of growth and refinement as Mono County's Wrap effort continues to refine practices and develop increasing understanding of and fidelity to Wrap values and standards.

Signatures

Each party, signed below, agrees to this plan. It is mutually agreed that this plan may be modified or amended upon the written consent of the parties hereto.

Kathryn Peterson, Director, Mono County Department of Social Services Date

Robin Roberts, Director, Mono County Behavioral Health Date

Dr. Karin Humiston, Chief Probation Officer, Mono County Probation Date

Lynda Salcido, Director, Mono County Health Department Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Probation
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	25 minutes	PERSONS APPEARING BEFORE THE BOARD	Karin Humiston
SUBJECT	Evidence-Based Practices to Improve Public Safety EBT-IT		

AGENDA DESCRIPTION:

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

Proposed resolution approving the Evidence Based Practices to Improve Public Safety (EBP-TIPS) Grant.

RECOMMENDED ACTION:

Adopt Resolution #R13-___ approving the Evidence Based Practices to Improve Public Safety (EBP-TIPS) Grant. 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:

Karin Humiston

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staffing letter to Board EBT TIP](#)
- [Resoution](#)
- [RFP](#)
- [Narrative](#)

History

Time	Who	Approval
7/25/2013 1:16 PM	County Administrative Office	Yes
7/29/2013 5:20 PM	County Counsel	Yes
7/31/2013 1:34 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 E. Iler
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

To: Honorable Board of Supervisors

From: Karin Humiston, Chief Probation Officer

Date: July 9, 2013

SUBJECT:

Seek approval and acceptance of the Evidence-Based Practices to Improve Public Safety (EPT-TIPS Grant for the fiscal year 13-14.

RECOMMENDATION:

Approve and adopt.

BACKGROUND:

The Department of Probation purchased a case management system in 2008. With the advent of AB109 and AB117 which require many reports to inform and compare with 58 other counties, the current case management system cannot query reports. The EBP-TIP grant will allow Mono County Probation to purchase a different system and allow probation to conduct statistical analysis on data as well as ensure victims receive restitution with a real-time financial system.

DISCUSSION:

It is hereby recommended that the submitted EBT-TIPS grant be approved by signature of the Mono County Board of Supervisor Chairman.

FISCAL IMPACT:

None

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2
3 **RESOLUTION NO. R13-_____**
4 **BOARD OF SUPERVISORS, COUNTY OF MONO**
5 **APPROVING EVIDENCE-BASED PRACTICES TO IMPROVE PUBLIC SAFETY (EBP-**
6 **TIPS) GRANT**

7 WHEREAS, the Mono County Probation Department desired to participate in the Evidence-
8 Based Practices to Improve Public Safety Project supported by federal Juvenile
9 Accountability Block Grant funding and administered by the Board of State and Community
10 Corrections (hereafter referred to as BSCC).

11 NOW, THEREFORE, BE IT RESOLVED that the Chief of Probation is authorized on behalf
12 of this Governing Board to submit the grant proposal for this funding and sign the Grant
13 Agreement with the BSCC, including any amendments thereof.

14 BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used
15 to supplant expenditures controlled by this body.

16 BE IT FURTHER RESOLVED THAT Mono County Probation agrees to provide all matching
17 funds required for said project and abide by the statutes and regulations governing the
18 federal Grants Program as well as the terms and conditions of the Grant Agreement as set
19 forth by the BSCC.

20 **PASSED, APPROVED, AND ADOPTED** this 6th day of August, 2013, by the following vote
21 of the Board of Supervisors, County of Mono:
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AYES :

NOES :

ABSENT :

ABSTAIN :

**LARRY JOHNSTON, VICE-CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:

APPROVED AS TO FORM:

**LYNDA ROBERTS
CLERK OF THE BOARD**

**MARSHALL RUDOLPH
COUNTY COUNSEL**

BOARD OF STATE AND COMMUNITY CORRECTIONS

600 Bercut Drive, Sacramento, CA 95811

916.445.5073 **PHONE**

916.327.3317 **FAX**

bscc.ca.gov

Evidence-Based Practices To Improve Public Safety (EBP-TIPS) Project

**REQUEST FOR PROPOSALS:
APPLICATION PACKET**

Released May 17, 2013

Applications due by 5:00 p.m., July 17, 2013

In addition to the grant application, this Request for Proposals (RFP) packet includes important information about funding provisions, grant eligibility, and application submission requirements.

TABLE OF CONTENTS

CONTACT INFORMATION.....	1
PROPOSAL DUE DATE	1
BACKGROUND INFORMATION.....	1
PROJECT DESCRIPTION	2
PROJECT GOAL AND DESIGN	2
GRANT REQUIREMENTS.....	5
THE PROPOSAL PROCESS AND EVALUATIONS RATING FACTORS.....	7
SUMMARY OF KEY DATES.....	8
SECTION I: APPLICANT INFORMATION	9
NARRATIVE SECTIONS	10
SECTION II: OVERARCHING PLAN FOR IMPLEMENTING EVIDENCE-BASED PRACTICES THROUGH A SYSTEMS CHANGE APPROACH	10
SECTION III: PROJECT NEED.....	10
SECTION IV: PROJECT DESCRIPTION.....	10
SECTION V: PROJECT MANAGERMENTS	11
SECTION VI: PROJECT EVALUATION.....	11
SECTION VII: COLLABORATION.....	11
SECTION VIII: SUSTAINABILITY	11
SECTION IX: PROPOSED BUDGET	11
SECTION X: PROPOSED TIMELINE	14
APPENDIX A – SAMPLE RESOLUTION OF THE GOVERNING BOARD	16
APPENDIX B – EXAMPLES OF FEDERAL PERFORMANCE MEASURES COMMONLY REQUIRED.....	17
APPENDIX C – JABG PROGRAM PURPOSE AREAS	18

CONTACT INFORMATION

This Request for Proposals (RFP) provides the information necessary to prepare a proposal for the Board of State and Community Corrections (BSCC) grant funds for the Evidence-Based Practices To Improve Public Safety (EBP-TIPS) Project.

The BSCC staff cannot assist the applicant with the actual preparation of the proposal, but any questions concerning the RFP, the proposal process, or programmatic issues may be submitted in writing, by phone, fax, or email to:

Colleen Stoner, Field Representative
Corrections Planning and Programs Division
Phone Number: (916) 324-9385
Fax Number: (916) 327-3317
Email:

Colleen.Stoner@bscc.ca.gov

PROPOSAL DUE DATE

One original and nine copies of the proposal must be **received** (not just postmarked) by the BSCC's Corrections Planning and Programs Division by **5:00 p.m., July 17, 2013, at:**

Board of State and Community Corrections
Corrections Planning and Programs Division
600 Bercut Drive
Sacramento, CA 95811
Attn: Colleen Stoner, Field Representative

Proposals received after 5:00 p.m. on the due date will be deemed ineligible for funding.

BACKGROUND INFORMATION

The Board of State and Community Corrections (BSCC) is the Designated State Administrative agency for the following three federal juvenile justice funding sources: Title II Formula Block Grant Program, Title V Community Prevention Grant Program, and the Juvenile Accountability Block Grant Program (JABG). The State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP) aligned the three programs to support California's Title II Three-Year plan. The plan outlines three priority areas; Disproportionate Minority Contact, Evidence-Based Practices (EBP), and strategies to support positive outcomes for youth, their families, and communities. The legislative mandates associated with the BSCC also direct the Board to support statewide efforts in implementing EBP.

To support the Three-Year plan, the SACJJDP approved \$1 million in discretionary JABG funds to further develop the EBP priority area. On November 7, 2012, the SACJJDP recommended that the BSCC board authorize an Executive Steering Committee (ESC) to oversee the development of an RFP to identify probation departments that are prepared to participate in a systems change approach in implementing or expanding the use of EBP within their local juvenile justice communities. On November 8, 2012, the BSCC board approved the recommendation of the SACJJDP and authorized staff to assemble an ESC for this project.

On April 9, 2013 the JABG ESC convened to begin the development of the program design, evaluation process and criteria that will be used to select the proposals. This RFP is a result of these efforts.

PROJECT DESCRIPTION

As previously described, funding for the EBP-TIPS Project is to be used to support probation departments that are prepared to participate in a two-year systems change approach in implementing or expanding the use of EBP within their local juvenile justice communities.

Eligibility

With the exceptions as noted below, juvenile judicial communities in all 58 counties in California are eligible to apply. Probation departments must be identified as the lead agency in submitting an application for this project. Probation departments may submit only one application per county.

While the intent is to receive a wide range of proposals representing California's diverse probation departments, only the most meritorious proposals will be funded. Counties that have already begun the implementation of EBP through a systems change approach but are now seeking to expand or improve upon those efforts, as well as counties that are considering implementing EBP through a systems change approach for the first time, are encouraged to apply.

The ESC has determined that probation departments are not eligible to apply jointly or as a region. Additionally, in an effort to promote a fair and equitable use of statewide resources, the ESC further determined that probation departments which received, or are currently receiving, services and support through the Best Practices Approach Initiative or the Evidence-Based Practices Project are not eligible to apply. These include: Shasta, Inyo, San Diego, Humboldt, Santa Clara, Santa Cruz, Riverside, Napa, Stanislaus, Sacramento and Yolo Counties.

Grant Period

Successful applicants will be funded for a two-year cycle beginning on October 1, 2013 and ending on September 30, 2015.

Funding Amount

A total of approximately \$1 million in federal JABG funding is available statewide. Probation departments will be allowed to request up to a maximum of \$250,000 for the period of October 1, 2013, through September 30, 2015. Each local jurisdiction selected through this RFP will have unique needs and are likely to be at different stages of development and progress with regard to implementing EBP. Given this variable, probation departments are encouraged to request only the amount of funds needed to support their proposal and not base the request on the maximum allowable. A 10 percent cash match of the funds awarded to the recipient is required.

PROJECT GOAL AND DESIGN

The goal of the EBP-TIPS Project is to increase public safety by reducing recidivism of youthful offenders through the support of a comprehensive and flexible funding source to probation departments to support a systems change approach in implementing evidence-based practices known to be effective in delinquency prevention. While probation will be the lead agency in the implementation of EBP and the main recipient of the services, the success of this project will lie in the collaboration and partnership of the key stakeholders within each juvenile justice community. Toward this end, the ESC has placed a high expectation that through this project the courts and probation departments, along with other important juvenile justice and community

partners, will move forward together in supporting and implementing EBP. Additionally, the ESC has identified that implementing EBP through a systems change process is a best practices model which incorporates both research on effective corrections practice and practical approaches in the areas of juvenile justice and delinquency prevention.

It is expected that applicants seeking funding through the EBP-TIPS Project will be at varied stages of advancement related to implementing EBP. Depending upon the needs of each probation department and their juvenile justice partners that are selected through this competitive process, funding could be directed at, but not limited to, any of the following EBP services and supports:

1. Organizational development and training of staff using modeling, coaching, feedback processes shown to be effective in supporting the cultural change required that is accepting of evidence-based practices, programs, and strategies;
2. Implementation or enhancement of evidence-based programs;
3. Implementation or enhancement of risk-need assessment tools;
4. Implementation or enhancement of case management systems;
5. Implementation of community supervision strategies;
6. Implementation or enhancement of data collection systems;
7. Implementation or enhancement of evaluation processes; and/or
8. Implementation or enhancement of quality assurance activities.

Evidence-Based Practices:

The BSCC is committed to supporting programs, practices, and strategies that are evidence-based to produce better outcomes for the criminal justice system and those individuals who are involved in the criminal justice system. There are numerous definitions of evidence-based practices. For the purpose of this RFP, a broad working definition is offered which involves several key concepts embraced by most professionals in the juvenile justice field.

EBP represents a significant shift throughout the juvenile justice field that places an emphasis on achieving measurable outcomes and making sure that the services that are provided and the resources that are used are actually effective. It involves using research-based, and scientific studies to identify interventions that when correctly applied to offender populations, reliably produce significant reductions in recidivism and improved outcomes through the use of the four following principles:

1. Risk Principle – focuses attention on the crucial question of WHO is being served and calls for targeting the higher risk offenders.
2. Need Principle – requires that priority be given to addressing criminogenic risk/need factors with a clear focus on WHAT programs are delivered.
3. Treatment Principle – conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the questions of HOW programs are delivered.
4. Fidelity Principle – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of EBP also involves a “system change approach” which entails improving the coordination of the interrelated parts of the juvenile justice delivery system as a whole so that tasks, functions and sub-units work effectively together and not at cross-purposes.

The Office of Justice Programs (OJP), the federal agency through which California receives JABG funding, considers programs and practices and strategies to be evidence-based when their effectiveness has been demonstrated by causal evidence (generally obtained through one or more outcome evaluations). Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program, practice or strategy to be evidence-based.

Applicants are strongly urged to provide programs, practices, and strategies that have a demonstrated evidence base and that are appropriate for the target population. Applicants should identify the evidence-based program, practice or strategy being proposed for implementation, identify and discuss the evidence that shows that it is effective, discuss the population(s) for which this resource has been shown to be effective, and show that it is appropriate for the proposed target population.

The websites provided below may be useful to applicants in the proposal development process. We do not consider this list exhaustive and it is offered only as a starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Office of Justice Programs – Crime Solutions.gov
<http://www.CrimeSolutions.gov>

Blueprints for Violence Prevention
<http://www.colorado.edu/cspv/blueprints/index.html>

Substance Abuse and Mental Health Services Administration (SAMHSA) National Registry of Evidence-Based Programs and Practices
<http://www.nrepp.samhsa.gov>

Washington State Institute for Public Policy
<http://www.wsipp.wa.gov/>

Find Youth Information
<http://www.findyouthinfo.gov/>

Promising Practices Network
<http://www.promisingpractices.net/>

Relapse Prevention Approaches to Substance Abuse
<http://radar.boisestate.edu/pdfs/TAP8.pdf>

National Reentry Resource Center
<http://nationalreentryresourcecenter.org/>

National Institute of Corrections
<http://nicic.gov/Library/>

California Institute of Mental Health
<http://www.cimh.org/Initiatives/Evidence-Based-Practice/Implementation-Projects.aspx>

Coalition for Evidence-Based Policy
<http://coalition4evidence.org/>

Helping America's Youth
<http://guide.helpingamericasyouth.gov/programtool.cfm>

National Criminal Justice Association
<http://www.ncja.org/>

Office of Juvenile Justice and Delinquency Prevention Model Program Guide -
<http://www.ojjdp.gov/mpg/>

Peabody Research Institute, Vanderbilt University, Director Mark Lipsey -
<http://peabody.vanderbilt.edu/research/pri/publications.php>

University of Cincinnati, Effective Programs/Curricula Recommendations -
<http://www.bscc.ca.gov/board/evidence-based-practices>

GRANT REQUIREMENTS

Board Resolution

Applicants must submit a Resolution from their governing board (Board of Supervisors) addressing specific requirements (see Attachment A for a sample Resolution). Applicants are strongly encouraged to submit the Resolution with their proposal. Should an award be tentatively offered pending the receipt of a Resolution, the tentative award will be withdrawn if the Resolution has not been submitted to the BSCC by 5:00 p.m. on September 16, 2013. The funds resulting from a withdrawn, tentative award will then be offered to the next highest rated proposal(s) that has a Resolution on file with the BSCC.

Match Requirements

As previously mentioned and per federal statute, all JABG applicants must provide a cash match of 10% of the total project costs. Matching funds may be either state or local dollars. Federal funds are not an allowable match source for this grant.

Eligible Grant Expenditures

Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose. For additional information related to this topic, refer to the BSCC Grant Administration and Audit Guide, dated July 2012 at <http://www.bscc.ca.gov/resources>.

Reporting Requirements

Data Collection

The Federal Government and the BSCC are dedicated to assessing the impact of local projects on the youth directly served by grant funding. To that end, specific federal outcome measures are required of grantees during the term of their funding. The grantee will need to be prepared

to collect and provide specific process and outcome measures based on the program purpose area selected for the project (see Appendix B for examples of federal data commonly required of JABG funding recipients and Appendix C for federal program purpose areas). To assist in this effort, it is strongly encouraged that an adequate amount of the grant award requested be dedicated to data system/collection activities and reflected in Section IX (Proposed Budget) of the application.

Progress Reports/Project Evaluation

As part of the grant administration and program evaluation process, grantees must submit quarterly progress reports to the BSCC. The reports are due within 45 days following the end of each three-month period (quarterly) during the grant.

Reporting Period/Quarter	Report Due Dates
October through December 2013 / Qtr 1	February 15, 2014
January through March 2014 / Qtr 2	May 15, 2014
April through June 2014 / Qtr 3	August 15, 2014
July through September 2014 / Qtr 4	November 15, 2014
October through December 2014 / Qtr 5	February 15, 2015
January through March 2015 / Qtr 6	May 15, 2015
April through June 2015 / Qtr 7	August 15, 2015
July through September 2015 / Qtr 8	November 15, 2015
End-of-project evaluation report	January 15, 2016

In addition, the BSCC is committed to measuring the results of this grant by requiring the use of an evaluation mechanism and an end-of-the-project report to determine program impact and effectiveness that would potentially guide future decisions on issues related to EBP. To that end, applicants are **required to dedicate a minimum of 10 percent of the grant funds** requested to the evaluation effort and reflect this amount in Section IX (Proposed Budget) of the application. Applicants are permitted to allocate additional amounts over the 10 percent minimum should the project goals justify the expenditure.

Quarterly Invoices

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller’s Office will issue the warrant (check) to the individual designated on the application form as the Financial Officer for the grant. Grantees must submit invoices online to the BSCC on a quarterly basis, no later than 45 days following the end of each quarter. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. In addition, BSCC staff will conduct on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

Audit

The grantee must submit an audit of expenditures (either grant-specific or as part of a federal single audit) within 120 days of the end of the grant period. Reasonable and necessary extensions to the due date may be granted, if requested. In addition, the BSCC reserves the right to require a financial audit any time between the execution of the grant agreement and 60 days after the end of the grant period.

Grantee Briefing Process

BSCC staff will conduct a Grantee Orientation Session at the BSCC offices in Sacramento at a date to be determined, following the start of the grant period. The purpose of this **mandatory** session is to review the contract development process, online invoicing and budget modification system, data collection and reporting requirements, as well as other grant management and monitoring activities. EBP-TIPS grant funds may be used to reimburse departments for travel related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include these costs in the budget section of this application under the “Other” category.

THE PROPOSAL PROCESS AND EVALUATION RATING FACTORS

Proposal Sections I, IX, X, are to be completed by submitting the required information in the tables and fields provided within the application.

Proposal Sections II through VIII are to be completed in a narrative format and may not exceed a total of 12 pages, double spaced (excluding attachments). All narrative sections must be single-sided pages, in Times New Roman 12 point font, on plain white 8 ½” X 11” paper. The top, bottom, and side page margins must be at least one inch. Each narrative section must be identified with the section title (e.g., Program Need, Program Management, etc.).

The Applicant must submit **one original and nine copies** of the proposal and the ‘Original Copy’ must be marked. Copies of the proposal must be assembled separately and individually fastened in the upper left corner with a binder clip. All proposals are to be three-hole punched, and all copies packaged together with rubber banding. Do not bind proposals. No staples are to be used. Any costs incurred to develop and submit the proposal are entirely the responsibility of the Applicant and shall not be charged to the State of California.

Technical Review

The BSCC staff will conduct a technical review of each proposal to determine if it meets all technical compliance requirements prior to being forwarded to the ESC for consideration. The BSCC staffs’ review will include verifying the following:

- Applicant is a California probation department;
- Applicant has not or is not currently receiving, funding through the Best Practices Approach Initiative or the Evidence-Based Practices Project;
- Proposal meets all format requirements;
- Proposal contains all required sections, attachments and signatures;
- Minimum required allocation made to evaluation activities; and
- Minimum required local match amount is satisfied (10%).

It is the BSCCs’ intent to avoid having otherwise worthy proposals eliminated from consideration due to relatively minor and easily corrected errors/omissions. Applicants will therefore have an opportunity to respond to deficiencies identified during the technical review process, which will take place between Thursday July 18, 2013 and Monday July 22, 2013. If necessary, applicants will be allowed to make non-substantive changes that would bring the proposal into technical compliance. Applicants will be notified on July 22, 2013 of any changes that are required and all non-substantive technical changes must be completed and submitted by 5:00 pm on July 24, 2013. During this timeframe it is highly recommended that the applicant’s designated “Contact Person” be available to discuss and correct any deficiencies. Proposals that fail to meet all technical requirements by 5:00 p.m. on July 24, 2013 will be excluded from further consideration for funding.

Merit Review

The rating committee will review and rate each proposal that is found to meet all technical requirements. The rating factors that will be used, and the maximum rating points allocated to each factor are shown below. Each rating factor will be evaluated regarding the extent to which it is adequately addressed in the proposal. Following this rating process, the rating committee will forward funding recommendations to the SACJJDP and the BSCC Board which will act on the recommendations. It is currently anticipated that the SACJJDP will review this matter on September 11, 2013 and the BSCC Board will act on their recommendation at their meeting on September 12, 2013. **Applicants are not to contact members of the rating committee, SACJJDP, or the BSCC Board about their proposals.**

PROPOSAL EVALUATION RATING FACTORS	
EVALUATION FACTOR	MAXIMUM POINTS
Department's Overarching Plan for Implementing Evidence-Based Practices Through a Systems Change Approach	200
Project Need	150
Project Description	200
Project Management	100
Project Evaluation	100
Collaboration	50
Sustainability	50
Fiscal	50
Timeline	50
Quality of the Proposal	50
TOTAL POINTS	1,000

SUMMARY OF KEY DATES

ACTIVITY	TIMELINE
Release Request for Proposals (RFP)	May 17, 2013
Grant proposal due to the BSCC by 5:00 p.m.	July 17, 2013
Non-substantive technical changes made by Applicants due to BSCC by 5:00 p.m.	July 24, 2013
Proposal evaluation completed by ESC Committee	August 9, 2013
September 11, 2013	SACJJDP recommends grant awards
September 12, 2013	CSA Board awards grant
New Grantee Orientation	TBD
New Grants Begin	October 1, 2013

**EVIDENCE-BASED PRACTICES TO IMPROVE PUBLIC SAFETY (EBP-TIPS) PROJECT
2013/14**

SECTION I: APPLICANT INFORMATION

A. APPLICANT/DEPARTMENT IMPLEMENTING THE GRANT

APPLICANT NAME	FEDERAL EMPLOYER IDENTIFICATION NUMBER	TELEPHONE NUMBER
/ Mono County Probation	95-6005661	(760) 932-5572

STREET ADDRESS	CITY	STATE	ZIP CODE
57 Bryant Street	Bridgeport	CA	93517

MAILING ADDRESS	CITY	STATE	ZIP CODE
P.O. Box 596	Bridgeport	CA	93517

B. PROJECT SUMMARY (brief 3 or 4 sentences describing the project)	C. GRANT AMOUNT REQUESTED
Utilizing JABG funding to replace the case management system (e.g., hardware, SQL servers, software, etc.) to support and enhance Probation's ability to collect, organize and analyze data for quality assurance, evidence based practices, employ the Integrated Model and to inform decision making.	\$250,000

D. APPLICANT PROJECT DIRECTOR

NAME AND TITLE	TELEPHONE NUMBER
Dr. Karin S. Humiston, Chief of Probation	(760) 932-5572

STREET ADDRESS	FAX NUMBER
57 Bryant Street	(760) 932-5571

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Bridgeport	CA	93517	khumiston@mono.ca.gov

E. APPLICANT PROJECT FINANCIAL OFFICER

NAME AND TITLE	TELEPHONE NUMBER
Leslie Chapman	(760) 932-5494

STREET ADDRESS	FAX NUMBER
74 School Street	(760) 932-5491

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Bridgeport	CA	93517	lchapman@mono.ca.gov

F. APPLICANT DAY-TO-DAY CONTACT PERSON

NAME AND TITLE	TELEPHONE NUMBER
K.S.Humiston, Chief of Probation	(760) 932-5572

EMAIL ADDRESS
khumiston@mono.ca.gov

G.. APPLICANT'S AGREEMENT

By signing this application, the applicant assures that the grantee will abide by the laws, policies and procedures governing this funding.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN AGREEMENT Dr. K.S. Humiston, Chief of Probation	
APPLICANT'S SIGNATURE	DATE

NARRATIVE SECTIONS

Note: Sections II – VIII are to be completed in a narrative format (see instructions on page 7-8). Rating factors will be evaluated regarding the extent to which a proposal adequately addresses the topics listed under the section titles below. If a sub-element doesn't apply, the Applicant should say so and state the reason. Omission or lack of clarity for any section is likely to result in a reduction of allowable points.

SECTION II: OVERARCHING PLAN FOR IMPLEMENTING EVIDENCE-BASED PRACTICES THROUGH A SYSTEMS CHANGE APPROACH

Provide a description of the following:

- Department's overarching system-wide plan currently in place for implementing evidence-based practices within the agency and local jurisdiction
- Long and short term goals of this plan along with the associated timeline (past current and future) for implementation
- Strategies in this plan for developing or strengthening data collection and analysis
- How the plan addresses organizational development
- How the plan addresses collaboration
- Progress made to date in relation to the overarching system-wide plan and next steps anticipated in the implementation of the plan

SECTION III: PROJECT NEED

Provide a description of the following:

- Need for the project
- How is the need statement supported by local data
- How the need relates to reducing recidivism through evidence-based practices
- The nexus between the need for the funding and the progress made to date on the department's overarching system-wide plan currently in place for implementing evidence-based practices within your agency and local jurisdiction

SECTION IV: PROJECT DESCRIPTION

Provide a description of the following:

- How the project serves as an intervention to the need
- Project design and key components (project description, steps, procedures, resources, and services that will be used)
- How project and its implementation complies with evidence-based principles, practices, and strategies as based on research

SECTION V: PROJECT MANAGEMENT

Provide a description of the following:

- Plan for project management and oversight (staff allocation, management structure, list of service-providing staff)
- Staff qualifications and experience required to provide services
- How the plan for project management supports the scope and goals of the project

SECTION VI: PROJECT EVALUATION

Provide a description of the following:

- Project evaluation goals
- Strategy for evaluating whether or not the project objectives were achieved
- Plan for collecting data that supports the evaluation goals
- Applicant's project evaluation experience and capability
- How project evaluation will be documented and reported

SECTION VII: COLLABORATION

Provide a description of the following:

- Steps to establish and maintain collaboration as it relates to supporting the project
- List of collaborators involved in the project (juvenile court judge, district attorney) and their role and involvement in the project

SECTION VIII: SUSTAINABILITY

Provide a description of the following:

- Department's history of sustaining similar projects
- Plan for project sustainability

SECTION IX: PROPOSED BUDGET

- A. BUDGET LINE ITEM TOTALS:** Complete the following table, **using whole numbers**, for the grant funds being requested (up to \$250,000). While recognizing that agencies may use different line items in the budget process, the line items below represent how the BSCC will require grantees to report expenditures via its invoicing system. Please verify total grant funds requested as columns and rows do not auto-calculate.

Applicants must provide a **10 percent (10%) cash match** of the grant funds requested.

The federal formula for calculating the match is:

Award Amount divided by 0.9%; multiplied by 10%

Example: For an award amount of \$250,000, match would be calculated as follows:

$\$250,000 / 0.9 \text{ percent} = \$277,777$ (Total Project Cost)

$10 \text{ percent} \times \$277,777 = \$27,778$ match

Applicants are **required to allocate at least 10% of the grant funds requested toward project evaluation, and an end-of-the-project report.**

All funds shall be used consistent with the requirements of the BSCC Grant Administration and Audit Guide, July 2012: <http://www.bscc.ca.gov/resources>

Proposed Budget Line Items	Grant Funds	Cash/In-kind Match	Total
1. Salaries and Benefits	\$7,222	\$22,778	\$30,000
2. Services and Supplies	\$17,754		\$17,754
3. Professional Services	\$183,000		\$183,000
4. CBO Contracts	0		0
5. Administrative Costs (may not exceed 5% of grant award)	\$3,858	\$67,800	\$71,658
6. Fixed Assets/Equipment	\$4,548		\$4,548
7. Data Collection	\$2,840		\$2,840
8. Program Evaluation/ End-of-the-Project Report	\$27,778		\$27,778
9. Other	\$3,000		\$3,000
TOTAL	\$250,000	\$90,578	\$340,578

B. BUDGET LINE ITEM DETAILS: Provide narrative detail in each category below to sufficiently explain how the grant and local match funds will be used based on the requested funds in the above table. Use the fields provided to submit your responses. Match funds may be expended in any line item and are to be identified as to their respective dollar amounts, and source of the match. The 'other' category funds should be budgeted for travel purposes for one mandatory grantee briefing meeting (*to be held in Sacramento, date TBA*) as well as other travel.

1. SALARIES AND BENEFITS (e.g., number of staff, classification/title, salary and benefits)

The amount estimated for current Chief of Probation as project administrator and DPOIII as project manager for three months at one-quarter (\$11,875) and one-half salary (\$10,903) respectively during three month project. The \$22,778 indicate in-kind county match. In section PROJECT EVALUATION, salary is related to the process of evaluation, web design, surveys, SPSS analysis for the two evaluation periods for the project administrator (end of FY13-14 and FY14-15).

2. SERVICES AND SUPPLIES (e.g., office supplies and training costs)

Training for organizational development and training using modeling, coaching, feedback processes shown to be effective in supporting cultural change required that is accepting of EBP, programs, and strategies as listed below. (\$2400 x 3 = \$7,200)

0626-045543 Coaching for excellence

0626-058667 How to keep change from failing

0626-002027 Leadership and motivation

Training under the contractor will be for the Administrator and end users (\$10,000)

Office Supplies for paper, ink cartridges totals to (\$554)

3. PROFESSIONAL SERVICES: (e.g., consultative services - include name of consultants or providers)

The contractor will be identified through an RFP process; however, an estimate for the following services will be expected:

\$90,000 cost of program, installation and migration

\$27,100 cost of annual fee

\$19,500 cost of licensing for 13 users

\$2,400 cost of upgrade for all computers with WIN 2013

\$3,000 MS SQL Server 2012

\$5,000 Cost of GoLive assistance

\$15,000 Project Management

\$9,000 Business Intelligence System

\$5,000 Support and Upgrades

\$2,000 Software post 90 days GoLive Assistance

\$3,000 Licensing (2) RIMS

\$2000 Tie to Superior Court

4. COMMUNITY-BASED ORGANIZATIONS (e.g., detail of services - provide name of CBO)

None

5. ADMINISTRATIVE OVERHEAD: Indicate percentage and methodology for calculation. In the "Grant Funds" column of the previous table, this total may not exceed 5% of the total funds requested. In the "Match Funds" column of the previous table, agencies may expend up to their Indirect Cost Rate (over and above 5%) for match funds supported by state or local dollars.

\$3,858 Equipment - copier, phone systems, IT support/rent/utilities see Attachment. Total Cost for year = \$271,204. Total Cost / 12 = Cost per month (\$22,600). For anticipated 3 months the formula is $\$22,600 \times 3 \text{ mo.} = \$67,800$. MCP is requesting \$3,858 grant monies.

6. FIXED ASSETS (e.g., computers and other office equipment necessary to perform project activities)

\$2642 Cost of laptop, monitor, cables

\$400 Cost of color printer, laser

\$1506 Cost of four (4) monitors, cables

7. DATA COLLECTION (e.g., programming services, data analysis)

\$ 2,840 Programming services and data analysis

8. PROGRAM EVALUATION (e.g., evaluator, materials report writing)

\$500 The cost of printing paper, tablets, pens

\$5,600 The cost of IBM SPSS, predictive analytics software for research and evaluation.

\$21,178 Cost of management, survey development and statistical analysis. Applicant will design and develop surveys as well as conduct statistical analysis through SPSS. Cost of administration of survey (web), reports and review of implementation; cost of internet surveys and design. Applicant has knowledge of web design and survey interpretation.

9. OTHER (e.g., travel expenses)

Attend mandatory session, as part of the Grantee Briefing Process to learn contract development process, online invoicing and budget modification system, data collection and reporting requirements, as well as other grant management and monitoring activities. Travel would cover hotel and per diem.

\$3,000 Hotel and per diem for two employees as well as any additional travel involved with process.

SECTION X: PROPOSED TIMELINE

Provide a timeline for the major activities to be accomplished or obstacles to be cleared in order to begin the project (e.g., recruiting, selecting staff, contracting with an expert consultant or provider, analyzing data, conducting training sessions, development of project evaluation, etc.).

Activity	Timeframe
Create PO III position and approved by Board of Supervisors - G1/O3	February, 2013
DPO III position competitively filled - G1/O3	February, 2013
DPO's complete PACT training - G1/O1	March, 2013
Research, collaborate and complete grant - G3/O1	July 11, 2013
JJCC meets and plans Local Action Plan - G2/O2	July 11, 2013
DPO III designated as automation lead - G4/O3	July 13, 2013
The second PO III is approved by the Board of Supervisors - G4O3	July 13, 2013
Officers attend treatment and case planning G1/O2	July, 2013
All vacancies will be filled - G1/O3	August 13, 2013
Lead PO III to attend Command College for leadership development - G1/O5	August 2013/September 2013
Purchase 2 - licenses for RIMS - G4/O1	August 2013
Implementing Digital 395 - G4/O2	August 2013
Grant Awarded; Purchase two (2) licenses for Justice Partners - G3/O2 and G4/O4	September, 2013
Develop data report for graduated sanctions G2/O7	October, 2013

RFP completed and posted - G3/O3	October 20, 2013
Product Demonstrations - G4/O4	November 11 - 15, 2013
Notice of intent to award	November, 2013
Staff to receive skill training - G1/O3	November - January, 2013
Mono County IT to connect MCP to Superior Court CMS and MCP to RIMS - G3/O8 and G3/O9	December 2013
Execution of contract between vendor and Mono County - G3/O6	January, 2014
Staff will receive training in Integrative Model, CMS, graduated sanctions and positive reinforcement. PO III begins drafting audit tool; Draft review/audit written guidelines, installation and migration - G2/O1, G2/O3, G3/O7, G2/O4	January, 2014
Obtain real-time juvenile accounting of payment and consequences with CMS; identify variables for Graduated Sanctions; Training begins for MCP - G3/O11, G5/O1	February, 2014
Procedure which clarifies what data should be prepared for review and collections; Test real-time accounting in CMS - G5/O3, G5/O2	March, 2014
Training presented to the SO, MLPD and District Attorney to view specific screens read only; SPSS installed and online - G3/O10	March, 2014
Policy and procedures prepared by DPOIII on CMS, EBP, positive reinforcement and graduated sanctions - G2/O5 G2/O7	May, 2013
Design offender and family survey to measure youth's perception of services provided; Redesign Mono Probation Department, Community Corrections Partnership and Juvenile Justice Coordinating Council websites to include offender, youth and family survey response. - G2/O6	October, 2014

Open surveys for comparison pre and post: employee surveys, juvenile and families		October 1, 2015
Execute general linear model on comparison groups and t-tests to measure probability and difference.		October 31, 2015

**APPENDIX A
SAMPLE RESOLUTION OF THE GOVERNING BOARD**

Each grantee must submit a resolution from their Governing Board that includes, at a minimum, the assurances outlined in the sample below. Applicants are highly encouraged to submit the Resolution with their proposal. Should an award be tentatively offered pending the receipt of a Resolution, the tentative award will be withdrawn if the Resolution has not been submitted to BSCC by 5:00 pm on or before September 16, 2013.

WHEREAS the *(insert county probation department)* desires to participate in the Evidence-Based Practices To Improve Public Safety Project supported by federal Juvenile Accountability Block Grant funding and administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the *(insert title of designated official)* is authorized on behalf of this Governing Board to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that *(insert county probation department)* agrees to provide all matching funds required for said project and abide by the statutes and regulations governing the federal Grants Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the Governing Board of *(name of board)* in a meeting thereof held on *(insert date)* by the following:

Ayes:

Notes:

Absent:

Signature: _____

Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____

Date: _____

Typed Name and Title: _____

**APPENDIX B
EXAMPLES OF FEDERAL PERFORMANCE MEASURES
COMMONLY REQUIRED**

PERFORMANCE MEASURES

(Collected on a quarterly basis and submitted via BSCC Progress Reports)

- Number of new participant admissions
- Number of program youth served
- Number and percent of program youth who offend or re-offend after program admission (short term and long term)
- Number of days detained on a new offense or re-offense
- Number of program youth receiving a sustained petition due to new offense or re-offense after program admission
- Number of sustained petitions due to new offense or re-offense after program admission
- Number and percent of program youth committed to a correctional facility (short term and long term)
- Number and percent of program youth successfully completing program requirements
- Number of program youth exiting the program, both successfully and unsuccessfully
- Number of program youth served for substance abuse
- Number and percent of program youth who have exhibited a decrease in substance abuse
- Number of program youth who have exhibited an increase in school attendance, employment status, social competencies and family relationships during the reporting period
- Number of program youth who have exhibited a decrease in antisocial behavior during the reporting period
- Number of service hours completed by program youth
- Average length of stay in the program
- Number and percent of program staff trained in program area
- Number of hours of program staff training provided
- Number of program materials developed
- Number of Full Time Equivalent Positions funded by grant dollars
- Number and percent of program families satisfied with the program
- Number and percent of program youth satisfied with the program

APPENDIX C JABG PROGRAM PURPOSE AREAS

- 1) **Graduated sanctions:** Developing, implementing, and administering graduated sanctions for juvenile offenders.
- 2) **Corrections/detention facilities:** Building, expanding, renovating, or operating temporary or permanent juvenile corrections, detention or community corrections facilities.
- 3) **Court staffing and pretrial services:** Hiring juvenile court judges, probation officers, and special advocates, and funding pretrial services (including mental health screening/assessment) for juvenile offenders to promote the effective and expeditious administration of the juvenile justice system.
- 4) **Prosecutors (staffing):** Hiring additional prosecutors so that more cases involving violent juvenile offenders can be prosecuted and case backlogs reduced.
- 5) **Prosecutors (funding):** Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively and for technology, equipment, and training to help prosecutors identify and expedite the prosecution of violent juvenile offenders.
- 6) **Training for law enforcement and court personnel:** Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime.
- 7) **Juvenile gun courts:** Establishing juvenile gun courts for the prosecution and adjudication of juvenile firearms offenders.
- 8) **Juvenile drug courts:** Establishing drug court programs for juvenile offenders that provide continuing judicial supervision over juvenile offenders with substance abuse problems and to integrate administration of other sanctions and services for such offenders.
- 9) **Juvenile records system:** Establishing and maintaining a system of juvenile records designed to promote public safety.
- 10) **Information sharing:** Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice systems, schools, and social services agencies to make more informed decisions regarding the early identification, control, supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts.
- 11) **Accountability:** Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.
- 12) **Risk and needs assessment:** Establishing and maintaining programs to conduct risk and needs assessments that facilitate effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment, to juvenile offenders.
- 13) **School safety:** Establishing and maintaining accountability-based programs that are designed to enhance school safety, which programs may include research-based bullying, cyber bullying, and gang prevention programs.
- 14) **Restorative justice:** Establishing and maintaining restorative justice programs.
- 15) **Juvenile courts and probation:** Establishing and maintaining programs to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism.
- 16) **Detention/corrections personnel:** Hiring detention and corrections personnel, and establishing and maintaining training programs for such personnel, to improve facility practices and programming, including activities to address the requirements of the Prison Rape Elimination Act (PREA)
- 17) **Reentry systems and programs:** Establishing, improving and coordinating pre-release and post-release systems and programs to facilitate the successful reentry of juvenile offenders from state and local custody in the community.
- 18) **Hiring court-appointed defenders:** Provide training, coordination, and innovative strategies for indigent defense services.

SECTION II: OVERARCHING PLAN FOR IMPLEMENTING EVIDENCE-BASED PRACTICES THROUGH A SYSTEMS CHANGE APPROACH.

Mono County Probation employs a comprehensive juvenile justice program. As within the Center for Juvenile Justice Reform (Lipsey et. al., 2010), Mono subscribes to the Therapeutic Treatment Philosophy. Juvenile Justice in Mono is supported within the Corrections Community Partnership and the Juvenile Justice Coordinating Council (JJCC hereafter). Further, Mono belongs to a multi-county consortium for assessments to include risk, need and treatment planning. Along with risk and needs, Mono Probation Officers, in fiscal year 13-14, will be providing the following services as indicated by their needs assessment: Anger Replacement Therapy, Girls Circle, Pro-social Skill Development groups, and processes developed using cognitive behavioral techniques such as Interactive Journaling and Courage to Change™. Restoration services for reparation of victims are a focus whereby a system has been established to increase and accelerate restitution pay back. In short, Mono County Probation (MCP hereafter) employs many evidence-based practices (EBP). The research indicates; however, that simply providing evidence-based practices will not result in lowered recidivism.

By late September, the JJCC will have prepared a plan within MCP and local jurisdictions which focuses on EBP, organizational development, and collaboration to achieve lowered recidivism. This overarching system-wide integrated model incorporates best practices from many fields and creates a framework for sustaining effective interventions. The model itself is an EBP and is an empirically supported practice. It will provide an efficient use of resources, foster meaningful and responsible practices, provide accountability, and develop a learning organization of informed practitioners and policy makers. This model is anticipated to result in reduced recidivism and higher reported satisfaction by employees, youth, and families.

The goals and objectives for MCP'S plan address re-organizing the department, developing the Integrated Model, prepare the EBP-TIPS grant so as to allow for data warehousing and queries, increasing collaboration amongst the justice partners, and to provide restoration services for victims. Specifically, once the data is reviewed and analyzed, the goal of MCP and JJCC is to ensure public safety by reducing recidivism through a sustainable integrated model. Goals as described within SECTION X are: to reorganize the Mono County Probation Department to provide meaningful, appropriate, and timely services to youth (G1); to create an Integrated Model (collaborations, EBP and organizational development) for Mono County's youth (G2); to prepare and receive the EBP-IT grant to replace CMS with a system that allows for data warehousing and query¹ (G3); increase collaboration and communication with the court, Sheriff's Office, Mammoth Lakes Police Department and the District Attorney (G4); and, increase collaboration and communication with the court, Sheriff's Office, Mammoth Lakes Police Department and the District Attorney (G5). For specific objectives under each goal and timelines, see Section X of the EBP-TIPS.

Strategies for developing and/or strengthening data collection and analysis will include a review and audit system. Reviews will be conducted of the completed of risk assessments, case plans, and needs assessments. The two lead Deputy Probation Officer's (DPOIII) will be involved in the review and audit tool development. The replacement of the case management system (CMS hereafter), will enhance MCP's ability to collect important data and provide analysis for justice and community partners. Currently MCP cannot access data pursuant to Penal Codes §13010, 13012, and 13020 as well as other data requests and subsequently hand-count all information. Outcome measures must address the mission and vision statement and

¹ Mono County CMS is a stand-alone system that uses MS SQL Server 2005. The CMS should have two core functional groups: case processing and management. CMS should entail initiations, case planning, scheduling, monitoring and compliance, document generation and case closing (BJA, 2009)

goals. Equally important is the review of employee performance through specific outcomes. This process will inform employees how they contribute to the department's goals. One (1) DPOIII will be appointed as automation manager so as to ensure the fidelity of data. Lastly, it is MCP's intent to incorporate the eight (8) principles for intervention (Lipsey & Cullen, 2007; Latess, E., Cullen, F.T. & Gendreau, 2005), and ensure each are incorporated in the review measurements (Domurad & Carey, 2010). The principles apply to the case, organization, and system levels.

Organizational development (OD hereafter) and change is required to successfully move towards effective evidence-based supervision and service. The JJCC will design mission and vision statements and organize a plan for services. OD is an organization wide effort to increase an organization's effectiveness and efficiency. OD, defined and agreed upon is 'a systemic learning and development strategy intended to change the beliefs, attitudes and relevance of values and structure of the organization' (Carter et.al. 2001). OD provides a system to better absorb ensuing changes and challenges. OD is best known for implementing effective organizational change.

Organizational change is a constant and OD focuses on the skills necessary for meeting change and excelling. Objectives of OD are: to increase the level of interpersonal trust amongst employees; increase employee level of satisfaction and commitment; confront problems instead of neglecting them; manage conflict; increase cooperation amongst the employees; increase organizational problem solving; and, to make part of the system a process that will improve the ongoing operation of the organization. Perhaps most important in OD is the change agent, a behavioral scientist who knows how to apply intervention techniques and applications.

An important aspect of change and growth is leadership. While EBP are present in Mono County, the overall system is not. Leadership must be willing to accept challenges of change in organizational culture in order to achieve and remain viable. The author is an Industrial and Organizational Psychologist experienced in change environments and OD. Since November 2012, several interventions are in progress and the increase in organizational commitment has increased as measured by frequency of unplanned leave (decreased) and requests to participate in specific projects (increased).

Collaboration may be defined as coming together toward a common or shared vision. Mono County Probation is a member of the collaborative Juvenile Justice Coordinating Council. The members comprised in the collective meet the criteria of a successful collaborative: the group is efficient and reliable; adapts to changing circumstances; is seen as legitimate among members and stakeholders; accountable for its work; and is sustainable. One of the most critical aspects of organizational development and collaboration are data-driven processes and systems informing the decision making of JJCC. MCP does not have the ability to acquire data due to the insufficiencies of the CMS and this directly impacts the Integrated Model. The current system, purchased in 2008, cannot support queries by identifying data fields. Therefore, it is virtually impossible to present data to the JJCC to assist with strategic planning. If MCP was approved for this grant, the JJCC will reevaluate the Local Action Plan using accurate data as it is a changing, fluid process.

MCP has made progress in relation to an overarching plan as the merit of the Integrated Model and System increases our trust and commitment in the implementation of EBP. Even though it is not known whether MCP will receive the EBP-TIPS grant, MCP will move forward with goals 1, 2, 4, and 5. Even in light of the poor data collection capabilities, the integrated

model and eight principles are meaningful, relevant, and timely. MCP has reorganized to allow for field contacts for moderately high to high supervision probationers, reduce caseloads, and provide evidence-based practices with the goal of reducing recidivism. Mono County does not have the infrastructure cities enjoy with community-based organizations, programs, and contracts readily available. Therefore DPO's facilitate groups (i.e., ART, pro-social groups, etc.). Further, the two lead DPO's will begin case control and measurements in August 2013. MCP is also working closely with Finance/Assessors office in order for victims to receive restitution via collections.

SECTION III: PROJECT NEED

As indicated in the grant guidelines, the Office of Justice Programs cites *the strength of causal evidence will influence the degree to which OJP considers a program, practice or strategy to be evidence-based*. While the MCP has been using risk and need assessments since 2009 (risk/needs for juvenile PACT², began later) and employing other practices that OJP would consider EBP, the data from MCP is less than reliable as the case management system does not allow for queries by variable(s). Just as meta-analysis appears to strengthen the findings of causal relationships, the construct validity is less than perfect given the construct variable definitions. Simply, is MCP measuring the same variable in the same manner as the next county? In MCP's case, the answer is "no." It is time prohibitive to strategize and design an implementation using EBP when data is unavailable for the target population. Single variable report design is critical in evaluating data. The CMS should allow for simple batch reports requesting variable₁ x variable₂ x variable₃. Mono's CMS contractor was asked to design such a report for querying of caseloads and efficiency evaluation which resulted in a six month wait.

² Positive Achievement Change Tool (PACT)

There is a clear need for the project – replacing the CMS, as well as enhancing the implementation of the Integrated Model.

When considering EBP, relative to data collection and warehousing, the information gained and the information produced is all part of the greater system of *faith in data*. As the old IT adage goes “garbage in – garbage out.” Probation employees not included in the greater philosophy (paradigm shift) and organizational change do not embrace the relevance in ensuring correct data entry and therefore have a higher error rate in data entry. Ensuring that all employees are part of a continuous training and education process is critical.

Mono County Probation was reorganized effective July 1, 2013. Two new positions were created and designed to bring data analysis to all employees. Granted, Mono is very small but the probability of an error is just as great with Mono as it is with a large community if employees are not part of the systems change. Given the population of Mono, outliers would have a high effect size affecting constructs, reliability, and validity.

Along with the need for consistency within MCP, the same can be said for our justice partners. While the District Attorney, Sheriff’s Office, and Mammoth Lakes Police Department are on a CMS (RIMS) for law enforcement, probation is excluded. The Superior Court also has a case file management system, but the District Attorney, Sheriff’s Office, Probation or Mammoth Lakes Police Department don’t have access. Justice partners have excellent collaborative communication and action – but are unable to share data thereby creating silos of data. Once Mono County has the ability to cull reliable data, the justice partners and MCP can not only plan a system of change, but informed decisions can be made to reduce recidivism using evidence-based practices. Once obtained, for example, cultural competency can then be included in the evaluation of recidivism; disproportionate minority contact can be assessed and evaluated;

and the efficacy of each graduated sanction can be determined. The frequency of probation violation by probation officer may indicate a direct relationship between lower caseloads, reduced recidivism and successful probation terms.

Along with MCP's automated case management system (CMS), justice partners (District Attorney, Sheriff's Officer, Court and Mammoth Lake Police Department) have automated systems. Mono Probation currently uses a standalone system that uses MS SQL Server 2005. The CMS should have two core functional groups: case processing and management. The data accumulated by the CMS may be used under pre-defined reports however new reports are difficult to design by the software company and may take four to six months to prepare as well as the cost associated with the design. Case Processing CMS *should* entail case initiations, case planning, scheduling, monitoring and compliance, document generation, and case closing (Carey, 2002). Currently, to open a case after the District Attorney files a petition, the juvenile probation officer must go to and make photo copies of the District Attorney's file, rely on the Court's email notice of court dates, and contact the law enforcement agency to receive a full copy of the offense report.

The goal of the CMS is to ensure case planning is implemented and management reports are available to administrators as to the effect of a key EBP program or variable that should be measured. Further, the second goal is to address victim restoration by providing a fully functional event-driven CMS, which schedules future events based on completion of prior events and evoke actions including the production of documents associated with book-keeping and finance (e.g., audits, deposits, etc.). CMS's goal will be to monitor receipt of funds, post case-related funds to a case fee record, posting non-case related funds to other types of records, maintain account records, billing, producing payment agreements, producing documents required

for collection activities, reconciling CMS records to bank accounts, disbursement of funds, and producing documents required to satisfy local, state, and federal auditing agencies.

The progress made to date by the JJCC is just in the beginning stages but it is clear an integrated model is the goal. And while evidence-based practices are in place, the success rate is anecdotal rather than empirical due to the limiting function of CMS. Funding received through this grant would allow Mono justice partners to move forward to adopt the integrated model of EBP, OD, and collaboration in order to reduce recidivism.

SECTION IV: PROJECT DESCRIPTION

The CMS project to replace the current system serves as an intervention to the need – accurate data increases the fidelity of systems. It informs cooperatives to better plan. Collecting data is fundamental to EBP. The process of developing relationships or probability is determined by statistical applications.

The project design should first define the measurable outcomes. In Mono County, one outcome is the ability to produce viable data (measured by successful completion of installation and migration of CMS). The second outcome is re-organizing the department to provide EBP services to youth (measured by efficacy of programs). Third, create an Integrated Model using evidence-based practices, organization development and collaboration (measured by EBP by delinquency; measure surveys of perceived collaboration; measure perceptions of fairness by staff; and measure organizational commitment). The fourth outcome is increasing collaboration through systems (measure perception of open communication and adherence to mission and vision); and, the fifth is to provide restoration for victims through data management (measured by increase of restitution). A Gantt chart would show the dependency and precedent relationships between activities.

In the instant project, it is clear from the discussion of outcomes, each is dependent upon the first outcome, providing data. From this, it is understood that the first step is the request and approval for funds for a CMS. Mono will draft a Request for Purchase RFP) announcing the project. It will be prepared and reviewed by the JJCC, County Counsel and other partners in the collaborative. Procedures relating to this process, if approved, will be prepared so as to ensure the consistency and accuracy in the use of the CMS. Further, written directives would be prepared for not only MCP, but the Sheriff's Office, Mammoth Lakes Police Department, and the District Attorney. Confidential pages involving health, mental health, and the officer's case notes will be only available to probation staff. Another step is to plan training not just for probation but previously mentioned partners. The Mono County Information Technology (IT) staff will be present throughout the process.

Inferential statistics requires construct validity in order for the research to be comparative. Data that fits the definition of what is being measured must be the same exact definition in other counties or states. Research uses data to answer their research question in empirical science. This project would allow Mono County to provide data as it is defined thereby meeting EBP requirement.

SECTION V: PROJECT MANAGEMENT

Replacing the CMS and providing access to the courts and RIMS will require oversight. The Chief will oversee the project; however, it will be done collaboratively with JJCC, IT, and County Counsel. Two IT personnel will work with the CMS to provide server access and data migration. The Chief and a PO III will also be available to coordinate with contract staff and ensure the court's schedule is followed. Training will be developed as the project continues.

Because of the size of the department, the management structure consists of the chief, two DPO III's, four DPOII's, Probation Aide and the Fiscal Technician IV.

The IT department will provide two employees that have considerable education and experience in information technology. Further, they also worked with the previous CMS contractor and are familiar with the process. The contractors will provide staff as indicated in the RFP. The chief and PO III both are familiar with CMS and will be able to assist with training, access and reports.

The above plan for project management supports the scope and goals to replace the previous CMS with one that will meet MCP's needs.

SECTION VI: PROJECT EVALUATION

To evaluate whether MCP meet the goals of replacing the CMS will be the completion of the RFP and work agreement. Regarding staff, it will be the ability to use the system and its functions efficiently. Employees will first need to attend training to operate the CMS. A third evaluation will be the production of reports or the ability to query reports easily and with competency. A fourth goal is the JJCC preparing queries and receiving valid data. With respect to evaluating the strategy in the first goal will be measured by the operation of the program and ability to maneuver within the system. The second goal is that the officers believe they can execute the system with competency as indicated by their responses and frequency of questions. The third goal will be measured by the accuracy of queried reports. The fourth goal will be the satisfaction of the JJCC with the reports they receive.

The plan for collecting data that supports the evaluation goals will be measured as described above. Review and queries will be completed as the department reaches critical points in installation. Sub-standard results will result in a response outlined within the RFP.

The applicant has experience preparing and overseeing grants and projects. The applicant is familiar with organizational development and cultural change. The project will be maintained both in file and digitally. Times as indicated by the RFP along with completion schedule will be closely monitored as well as documented within the project file. Further, the applicant will provide reports as indicated within the EBP-TIPS Request for Proposals Application Packet. Further, the contractor and department personnel will be meeting weekly so as to ensure compliance with schedule.

Performance measures for BSCC will be number and percent of program staff trained in program area and number of hours of program staff training provided. During both years of implementation, specific performance measures provided by BSCC will be monitored and measured by the number of: program youth receiving a sustained petition due to new offense or re-offense after program admission; number of days detained on a new offense or re-offense; (and) percent of program youth successfully completing program requirements; program youth exiting the program, both successfully and unsuccessfully; program youth served for substance abuse; and, percent of program youth who have exhibited a decrease in substance abuse.

SECTION VII: COLLABORATION

Steps to establish and maintain collaboration as it relates to supporting the project will be accomplished through discussion and updates with each justice partner. The CCP/JJCC members meet frequently given their involvement in other groups thereby also allowing for verbal updates of the process. Mono's small community results in frequent discussion, communication and collaboration.

Those involved in the process are: Presiding Judge, Chief Probation Officer, Mammoth Police Chief, Sheriff, Director of Social Services, Director of Behavioral Health, DPOIII,

Defense Counsel, District Attorney, Superintendent of Schools, Chair of Board of Supervisors, Director of Community Based Organization and Director of Public Health.

SECTION VIII: SUSTAINABILITY

The cost after the implementation portion of the project will be provided through the Mono County Probation Department Operating Budget. Mono will continue to pay the annual fee to the contractor as it has since 2009. No additional positions are required for this project and it is expected that with small upgrades to our computers and servers, this project is very sustainable.

References

Domurad F. & Carey, M. (2010). Implementing Evidence-Based Practices. United States Department of Justice. <http://www.sdcounty.ca.gov/probation/docs/CCP-ImplementingEBP.pdf>.

Carey, M. (2002). Restorative Justice Inventory: An Organizational Assessment for Juvenile Justice Agencies, *Office of Juvenile Justice and Delinquency Prevention*.

Carter, L., Giber, D., & Goldsmith, M. (2001). Best Practices in Organization Development and Change. Pfeiffer: New York.

Latessa, E., Cullen, F.T. & Gendreau, P. (2002). Beyond Professional Quackery: Professionalism and the Possibility of Effective Treatment. *Federal Probation*. 66(2): 43-49.

Lipsey, M.W. & Cullen, F.T. (2007). The effectiveness of Correctional Rehabilitation: A Review of Systematic Reviews. *Annual Review of Law and Social Science*, 3: 297-320.

Lipsey, M.W., Howell, J.C., Kelly, M.R., Chapman, G., and Carver, D. (2010). Improving the Effectiveness of Juvenile Justice Programs: A New Perspective on Evidence Practices. *Center for Juvenile Justice Reform*, Georgetown.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Probation
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Karin Humiston
SUBJECT	Approval of Memorandum of Understanding with Division of Juvenile Justice		

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Adopt proposed resolution #R13-____, approving a Memorandum of Understanding with the CDCR Division of Juvenile Justice for FY 2013-14. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5772 / 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:

Karin Humiston

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [STAFF REPORT](#)
- [Juvenile Justice Resolution](#)
- [Contract](#)

History

Time	Who	Approval
7/25/2013 1:16 PM	County Administrative Office	Yes
7/30/2013 6:04 PM	County Counsel	Yes
7/31/2013 1:35 PM	Finance	Yes



Board of State and Community Corrections
600 Bercut Drive, Sacramento, CA 95811

916.445.5073 PHONE
916.327.3317 FAX

bscc.ca.gov

GOVERNOR **Edmund G. Brown Jr.**
EXECUTIVE OFFICER (A) **Curtis J. Hill**

June 20, 2013

Karin Humiston
Chief Probation Officer
Mono County
P.O. Box 596
Bridgeport, CA 93517

SUBJECT: Approval of Application for a Substantive Plan Modification for the Juvenile Justice Crime Prevention Act (JJCPA) for the Fiscal Year 2013-14

Dear Chief Humiston:

I am pleased to inform you that the Board of State and Community Corrections (BSCC) has approved Mono County's FY 2013-14 Application for a Substantive Plan Modification of its JJCPA Program. This approval is contingent upon the receipt of a Resolution by the Mono County Board of Supervisors. The **estimated** allocation for FY 2013-14 is \$ **37,855**. The actual allocation will be determined by the California Department of Finance after the California State Budget covering FY 2013-14 is enacted.

Please distribute copies of this letter to pertinent parties according to the needs and directives of your county, such as members of the Board of Supervisors or the Auditor/Controller.

Please feel free to contact me should you have any questions or need of technical assistance at (916) 324-0999 or Kimberly.Bushard@bscc.ca.gov.

Sincerely,

Kimberly Bushard, Field Representative
Corrections Planning and Programs Division

1
2
3 **RESOLUTION NO. R13-_____**
4 **BOARD OF SUPERVISORS, COUNTY OF MONO,**
5 **APPROVING A MEMORANDUM OF UNDERSTANDING WITH**
6 **THE CDCR DIVISION OF JUVENILE JUSTICE (FY 2013-14)**

7 **WHEREAS**, the Board of Supervisors authorizes the County's Chief Probation Officer
8 to submit and/or to sign the proposed California Department of Corrections and
9 Rehabilitation (CDCR) the Memorandum of Understanding (MOU) and the Standard
10 Agreement with CDCR to which the MOU is attached; and

11 **WHEREAS**, the Board assures that the County's Department of Probation has
12 reviewed and approves the Memorandum of Understanding; and

13 **WHEREAS**, the Board assures that the County of Mono will adhere to the
14 requirements of the Memorandum of Understanding.

15 **NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors
16 does hereby approve entry into the CDCR Memorandum of Understanding for Fiscal year 13-
17 14 and the Standard Agreement with CDCR to which that Memorandum is attached.
18

19 **PASSED, APPROVED, AND ADOPTED** this 6th day of August, 2013, by the following
20 vote of the Board of Supervisors, County of Mono:

21 **AYES** :
22 **NOES** :
23 **ABSENT** :
24 **ABSTAIN** :

25 _____
26 **BYNG HUNT, CHAIRMAN**
27 **BOARD OF SUPERVISORS**
28 **COUNTY OF MONO**

29 **ATTEST:**

30 **APPROVED AS TO FORM:**

31 _____
32 **LYNDA ROBERTS**
33 **CLERK OF THE BOARD**

34 _____
35 **MARSHALL RUDOLPH**
36 **COUNTY COUNSEL**

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 5600003817
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
 California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME
 County of Mono

2. The term of this Agreement is: **Upon Approval** through **6/30/2015**



3. The maximum amount of this Agreement is: **\$ (0.00)**
 Zero Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Memorandum of Understanding	3 pages
Exhibit B – CDCR Special Terms and Conditions for Public Entity Agreement	13 pages
Exhibit C* – General Terms and Conditions	GTC-610
Exhibit D – Business Associates Agreement - HIPAA	15 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mono		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Karin Humiston, Chief Probation Officer		
ADDRESS PO Box 596 Bridgeport, CA 93517		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Terri Gibson, Manager, Headquarters' Contract Unit #3		
ADDRESS 9838 Old Placerville Road, Suite B , Sacramento, CA 95827		

Exempt per:

State of California Department of Corrections and Rehabilitation (CDCR)
Division of Juvenile Justice (DJJ)
and the
County of Mono

I. INTRODUCTION

This Memorandum of Understanding "Agreement" is entered into by the **County of Mono**; herein referred to as "County", and the State of California Department of Corrections and Rehabilitation (CDCR), Division of Juvenile Justice (DJJ); herein referred to as "DJJ". Under this Agreement, DJJ agrees to provide **TEMPORARY CUSTODY** for juvenile youth [ward] whose commitment was recalled by the Courts under **WIC 1752.16 – Temporary Housing Cases per C.H. Supreme Court Ruling – No Cost to the County.**

SEC. 99. Section 1752.16 of the Welfare and Institutions Code, as added by Section 3 of Chapter 7 of the Statutes of 2012, is amended to read: 1752.16. (a) The Chief of the DJJ, with approval of the Director of Finance, may enter into contracts with any county of this state for the DJJ to furnish housing for a ward that was in the custody of the DJJ on December 12, 2011, and whose commitment was recalled based on the following:

- A. The ward was committed to the DJJ for the commission of an offense described in subdivision (c) of Section 290.008 of the Penal Code (PC).
- B. The ward has not been adjudged a ward of the court pursuant to Section 602 for commission of an offense described in subdivision (b) of Section 707.

It is the intent of the Legislature in enacting this act to address the California Supreme Court ruling in re C.H. (2011) 53 Cal.4th 94. Notwithstanding Sections 11010 and 11270 of the Government Code, any County entering into a contract pursuant to this section shall not be required to reimburse the State.

II. COUNTY RESPONSIBILITIES

The County shall execute the Court Order by transporting the youth to the DJJ facility indicated by the DJJ Director and will be responsible for returning the youth to the County at no expense to CDCR/DJJ. The Juvenile Youth shall not be transported to any DJJ facility until the Director of DJJ has been notified by the Court of the place to which the youth will be transported and of the time at which the youth can be received.

The County agrees to provide a minimum notice of 24 hours in advance of the transfer.

The County shall provide and pay for any and all ancillary medical services, including, but not limited to Dental, Optical, Non-emergency surgical and special consultation services. In the event that

emergency medical treatment or emergency mental health treatment is deemed necessary by the DJJ medical staff for any County juveniles (s) housed in custody under this agreement the treatment shall be performed in a facility designated by DJJ medical staff at the expense of the County. The County shall be responsible for reimbursement of transportation costs incurred in acquisition of treatment. Service providers shall directly invoice the County for the cost of treatment.

III. CDCR/DJJ RESPONSIBILITIES

Under this Agreement, CDCR/DJJ will accept Temporary Custody of juvenile youth of the court from the County, as outlined in Welfare and Institutions Code (WIC) Section 1752.16. The juveniles shall be held at a DJJ facility upon acceptance by the Director of the CDCR/DJJ. The acceptance shall be made on a "case-by-case" basis for youths that were in the custody of the DJJ and fall under the provisions of *SEC. 99. Section 1752.16 of the Welfare and Institutions Code*, and whose commitment was recalled.

The CDCR/DJJ shall assume custody upon arrival of the youth at the institution and until they are released back into the custody of the County. The transfer shall be made upon receipt of an order from the County.

The acceptance, temporary housing and delivery of the youth shall be in accordance with the instructions issued by the Director of CDCR/DJJ.

The CDCR/DJJ shall provide as deemed necessary by medical staff, routine medical, dental or mental health treatment, and routine periodic medical examinations for the county juvenile housed in the CDCR/DJJ custody.

The CDCR/DJJ shall notify the County in writing of the decision to accept or reject each case. For accepted cases, the County shall bear full responsibility for the transport of the juvenile youth to the designated DJJ facility as determined by the Director.

The CDCR/DJJ shall notify the County within 24 hours of any emergency medical treatment or emergency mental health treatment administered to any person sent to DJJ by the County for Temporary Custody, and shall engage with the County regarding said placement. Notification shall include the name of the person receiving the treatment, the name, address, and phone number of the location where the treatment is being administered, and the name of a contact person at the treatment facility.

The CDCR/DJJ may terminate acceptance of any case upon 24 hour written notice in advance of any transfer.

IV. PROJECT REPRESENTATIVES AND CONTACT INFORMATION

Division of Juvenile Justice Name: Eleanor Silva and/or Cathy Cabral	County of Mono Name: Chief Probation Officer Karen Humiston
Address: 1600 K Street, 3 rd Floor Sacramento, CA 95814	Address: PO Box 596 Bridgeport, CA 93517
Phone: (916) 322-5331 or (916) 322-5790	Phone: (760) 932-5570
Fax: (916) 322-5671	Fax: (760) 932-5571
Email: Eleanor.Silva@cdcr.ca.gov and/or Cathy.Cabral@cdcr.ca.gov	Email: khumiston@mono.ca.gov

1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Information

CDCR and Provider agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit "D" and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection

of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

4. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

5. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

6. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

7. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been

lifted, a formal letter from the Department will be issued to the Contractor to resume work.

8. Extension of Term

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

9. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

10. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

11. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

12. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

13. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

14. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

15. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (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.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement while employed in any capacity by any state agency.

- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

16. Travel

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

17. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

18. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

19. Computer Software

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

20. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

21. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

22. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

23. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

24. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

25. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with

proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance.

26. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

The following provisions apply to services provided on departmental and/or institution grounds:

27. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

28. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or

wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR

institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

29. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

30. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

31. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

32. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

33. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Temporary Custody

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a

brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this

Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

**ARTICLE 4
EXCHANGE OF STANDARD TRANSMISSIONS**

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall

not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) **Term.** The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause.** Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of

Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Karen Humiston
Chief Probation Officer
County of Mono
PO Box 596
Bridgeport, CA 93517

Telephone: (760) 932-5570
Facsimile: (760) 932-5571

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842
Facsimile: (916) 327-0545



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Rose Glazier
SUBJECT	Quarterly Investment Report/June Transaction Report		

AGENDA DESCRIPTION:

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

Report on Mono County Treasury Pools quarter ending 6/30/2013 activities and investments. Per Mono County Investment policy report treasury transactions for June 2013.

RECOMMENDED ACTION:

Informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Penny Galvin

PHONE/EMAIL: 7609325485 / pgalvin@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

[Quarterly Investment Rpt](#)

History

Time

Who

Approval

7/25/2013 5:19 PM	County Administrative Office	Yes
7/29/2013 5:01 PM	County Counsel	Yes
7/25/2013 6:03 PM	Finance	Yes



**DEPARTMENT OF FINANCE
COUNTY OF MONO
TREASURER/TAX COLLECTOR**

P.O. Box 495 BRIDGEPORT, CALIFORNIA 93517
(760) 932-5480 • FAX (760) 932-5481

Leslie L. Chapman, CPA
Director of Finance

Rosemary Glazier
Assistant Director of Finance Treasurer/Tax Collector

Date: July 18, 2013
To: Honorable Board of Supervisors
County Administrative Officer
Treasury Pool Participants
From: Rosemary Glazier, Assistant Director of Finance
Subject: Quarterly Investment Report

As required by Government Code Section 53646, attached is the Treasury Pool investment report for the quarter ending June 30, 2013. The report is presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter on a cost basis the portfolio totaled \$68,945,894.97, and the market value was \$68,850,989.47 or .9986% of cost. Market value does not include accrued interest. Accrued and unpaid interest on the last day of the quarter was \$188,632.10.

At the time of purchase, all investments were in compliance with State law and the Mono County Investment Policy as approved by the Board of Supervisors in a public meeting. To the best of my knowledge the investments of the Treasury Pool are structured in a manner so sufficient cash will be available to meet the normal projected requirements of the County of Mono and the Investment Pool participants during the next six months.

Investment Pool earnings are as shown below:

Quarter Ending	9/30/2012	12/31/2012	3/31/2013	6/30/2013
Average Daily Balance	\$61,440,916	\$65,865,560	\$67,660,568	73,021,521
Earned Interest (including accruals)	\$141,842	\$135,469	\$144,704	\$158,458
Earned Interest Rate	0.9159	0.816	0.8673%	0.87%
Number of Days in Quarter	92	92	90	91
Interest Received	\$139,652	\$215,521	\$111,712	\$213,996
Administration Costs	\$11,126	\$11,116	\$10,115	\$10,498
Net Interest for Apportionment	\$128,436	\$226,637	\$101,597	\$203,276

Mono County
Quarterly Investment Report
 Report Format: By Transaction
 Group By: Security Sector
Portfolio/Report Group: All Portfolios
As of 6/30/2013

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Days To Call/Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cash													
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	6,881,027.04	6,881,027.04	6,881,027.04	0.344	0.344	N/A	1	1	None		9.94
Sub Total / Average			6,881,027.04	6,881,027.04	6,881,027.04	0.344	0.344		1	1		0.00	9.94
Certificate Of Deposit													
Sallie Mae Bank Murray UT 0.85 9/19/2014	795450PF6	9/19/2012	250,000.00	250,000.00	250,647.50	0.850	0.850	9/19/2014	446	446	None	599.66	0.36
Sovereign Bank 0.75 10/14/2014	84603M2Z8	10/11/2012	250,000.00	250,000.00	250,640.00	0.750	0.750	10/14/2014	471	471	None	410.96	0.36
Goldman Sachs Bank 0.95 4/10/2015	38143AL37	10/10/2012	250,000.00	250,000.00	250,410.00	0.950	0.950	4/10/2015	649	649	None	527.05	0.36
GE Cap Bank 0.9 4/13/2015	36160XW29	10/12/2012	250,000.00	250,000.00	249,965.00	0.900	0.900	4/13/2015	652	652	None	486.99	0.36
Amer Ex Centn Bank 1 7/13/2015	02587DLG1	10/11/2012	250,000.00	250,000.00	250,877.50	1.000	1.000	7/13/2015	743	743	None	547.95	0.36
Ally Bank of Utah 1.1 9/21/2015	02005QS46	9/19/2012	250,000.00	250,000.00	251,192.50	1.100	1.100	9/21/2015	813	813	None	776.03	0.36
Sallie Mae Bank 1.05 10/26/2015	795450QA6	11/14/2012	250,000.00	250,000.00	250,737.50	1.050	1.050	10/26/2015	848	848	None	481.85	0.36
First Bank Puerto Rico 0.9 11/23/2015	33764JPM1	11/21/2012	250,000.00	250,000.00	250,582.50	0.900	0.900	11/23/2015	876	876	None	55.48	0.36
Discover Bank 1.25 9/19/2016	254671GK0	9/19/2012	250,000.00	250,000.00	250,797.50	1.250	1.250	9/19/2016	1177	1177	None	881.85	0.36
Sub Total / Average			2,250,000.00	2,250,000.00	2,255,850.00	0.972	0.972		742	742		4,767.82	3.25
Corporate													
ANZ National Bank 6.2 7/19/2013	00182EAJ8	7/22/2010	500,987.63	500,000.00	501,330.00	6.200	2.251	7/19/2013	19	19	Moody's-Aa	13,863.89	0.72

HSBC Bank 1.625 8/12/2013	44328MAD6	9/2/2010	500,078.00	500,000.00	500,735.00	1.625	1.489	8/12/2013	43	43	Moody's- Aa	3,114.58	0.72
Canadian Imperial Bank 1.45 9/13/2013	136069DP3	9/27/2011	500,404.81	500,000.00	501,150.00	1.450	1.050	9/13/2013	75	75	Moody's- AA2	2,154.86	0.72
New York Life 1.85 12/13/2013	64952WAX1	8/30/2010	501,225.30	500,000.00	503,090.00	1.850	1.297	12/13/2013	166	166	Moody's- Aaa	436.81	0.72
Bank of Nova Scotia Halifax 2.375 12/17/2013	064149B97	4/28/2011	502,229.93	500,000.00	504,500.00	2.375	1.394	12/17/2013	170	170	Moody's- AA1	428.82	0.73
General Electric 2.1 1/7/2014	36962G4X9	9/27/2011	502,180.56	500,000.00	504,370.00	2.100	1.250	1/7/2014	191	191	Moody's- AA2	5,045.83	0.73
Royal Bank of Canada 1.125 1/15/2014	78008KNA7	5/3/2011	499,575.01	500,000.00	501,745.00	1.125	1.284	1/15/2014	199	199	Moody's- AA1	2,578.12	0.72
JP Morgan Chase 2.05 1/24/2014	46623EJE0	5/15/2012	503,378.27	500,000.00	504,065.00	2.050	0.850	1/24/2014	208	208	Moody's- AA3	4,441.67	0.73
Cornell Univesrity 4.35 2/1/2014	219207AA5	2/16/2011	304,653.49	300,000.00	306,876.00	4.350	1.650	2/1/2014	216	216	S&P-A2	5,401.25	0.44
Commonwealth Bank of Australia 2.125 3/17/2014	2027A0FQ7	4/28/2011	500,784.44	500,000.00	504,915.00	2.125	1.897	3/17/2014	260	260	Moody's- AA1	3,039.93	0.72
MassMutual Global 2.875 4/21/2014	57629WBK5	5/25/2011	505,219.44	500,000.00	509,765.00	2.875	1.547	4/21/2014	295	295	Moody's- Aa	2,755.21	0.73
General Electric Cap Corp. 5.9 5/13/2014	36962G4C5	6/6/2011	518,280.73	500,000.00	523,610.00	5.900	1.574	5/13/2014	317	317	Moody's- AA2	3,851.39	0.75
CME Group Inc 5.75 5/15/2014	12572QAD7	8/30/2010	516,284.55	500,000.00	515,460.00	5.750	1.874	5/15/2014	319	319	Moody's- Aaa	10,781.25	0.75
Toronto- Dominion Bank 1.375 7/14/2014	89114QAA6	11/10/2011	502,364.39	500,000.00	503,430.00	1.375	0.913	7/14/2014	379	379	Moody's- Aaa	3,170.14	0.73
Wells Fargo CO 3.75 10/1/2014	94974BET3	10/12/2011	512,663.59	500,000.00	518,020.00	3.750	1.670	10/1/2014	458	458	Moody's- A2	4,635.42	0.74
Microsoft Corp 1.625 9/25/2015	594918AG9	5/1/2012	511,327.49	500,000.00	511,300.00	1.625	0.600	9/25/2015	817	817	Moody's- Aaa	2,144.10	0.74
MetLife Global 2.5 9/29/2015	59217GAC3	7/23/2012	610,530.49	595,000.00	615,485.85	2.500	1.310	9/29/2015	821	821	Moody's- AA3	3,760.07	0.88
General Electric Cap Corp 2.25	36962G4T8	10/10/2012	515,508.34	500,000.00	512,370.00	2.250	0.914	11/9/2015	862	862	S&P- AAA	1,593.75	0.74

										AA+			
11/9/2015													
General Electric Cap Corp 2.25 11/9/2015	36962G4T8	7/23/2012	511,163.54	500,000.00	512,370.00	2.250	1.280	11/9/2015	862	862	S&P- AA+	1,593.75	0.74
General Electric Cap Corp 2.3 4/27/2017	36962G5W0	4/27/2012	502,704.49	500,000.00	506,905.00	2.300	2.150	4/27/2017	1397	1397	S&P-AA	2,012.50	0.73
US Bancorp 1.65 5/15/2017	91159HHD5	5/11/2012	501,828.67	500,000.00	498,455.00	1.650	1.551	5/15/2017	1415	1415	S&P-A	1,031.25	0.72
UNION BK CA MED TERM 2.125 6/16/2017	90520EAE1	1/9/2013	515,417.39	500,000.00	499,475.00	2.125	1.322	6/16/2017	1447	1447	Moody's- A2	413.19	0.74
Wells Fargo Co. 1.5 1/16/2018	94974BFG0	5/14/2013	502,868.82	500,000.00	487,665.00	1.500	1.369	1/16/2018	1661	1661	Moody's- A2	3,833.33	0.73
General Elec Cap 1.625 4/2/2018	36962G6W9	5/14/2013	506,557.56	500,000.00	487,045.00	1.625	1.339	4/2/2018	1737	1737	Moody's- A1	1,986.11	0.73
apple Inc 1 5/3/2018	037833AJ9	5/15/2013	497,368.47	500,000.00	480,150.00	1.000	1.112	5/3/2018	1768	1768	Moody's- AA1	791.67	0.72
Sub Total / Average			12,545,585.40	12,395,000.00	12,514,281.85	2.528	1.393		653	653		84,858.89	18.12

Local Government Investment Pool

Local Agency Investment Fund LGIP	LAIF6000	2/28/2009	14,379,867.93	14,379,867.93	14,379,867.93	0.244	0.244	N/A	1	1	None		20.77
Sub Total / Average			14,379,867.93	14,379,867.93	14,379,867.93	0.244	0.244		1	1		0.00	20.77

Municipal

Fullerton Redev 3.5 9/1/2013	359817BQ5	11/4/2010	575,000.00	575,000.00	575,966.00	3.500	2.502	9/1/2013	63	63	Moody's- A	6,652.43	0.83
ORANGE CO CA PENS 0.8 9/1/2013	68428LBV5	10/10/2012	1,258,271.17	1,260,000.00	1,256,812.20	0.800	1.606	9/1/2013	63	63	Moody's- AA1	8,372.00	1.82
Pacifica Pension GO 4.053 6/1/2014	69511AAD6	9/17/2012	364,538.56	355,000.00	363,559.05	4.053	1.100	6/1/2014	336	336	Moody's- AA3	1,159.05	0.53
Fullerton Redev 4 9/1/2014	359817BR3	11/4/2010	1,432,731.80	1,425,000.00	1,435,730.25	4.000	3.502	9/1/2014	428	428	Moody's- A	18,841.67	2.07
Long Beach Ca Obligation 5.09 9/1/2014	54242VEK8	2/2/2011	512,975.90	500,000.00	519,510.00	5.090	2.750	9/1/2014	428	428	Moody's- Aaa	8,412.64	0.74

Gilroy Unif

Moody's-

7/17/13

Print Version

School 3.96 4/1/2015	376087CZ3	6/30/2011	492,650.19	485,000.00	503,328.15	3.960	3.002	4/1/2015	640	640	Moody's AA3	4,748.15	0.71
Fresno Pension OB 4.408 8/15/2015	358266BU7	5/11/2012	527,863.68	500,000.00	521,645.00	4.408	1.700	8/15/2015	776	776	Fitch-A	8,265.00	0.76
Oceanside Ca Unified School Dist 4.5 5/1/2016	675383KK8	7/23/2012	1,082,821.67	995,000.00	1,081,366.00	4.500	1.300	5/1/2016	1036	1036	Moody's- AA3	7,338.12	1.56
Oceanside Ca Unified School Dist 4.5 5/1/2016	675383KK8	6/3/2011	459,632.37	445,000.00	483,626.00	4.500	3.237	5/1/2016	1036	1036	Moody's- AA3	3,281.88	0.66
UNION SCH DIST CA GO BD 1.573 9/1/2017	906573FA3	11/29/2012	505,501.14	500,000.00	501,920.00	1.573	1.300	9/1/2017	1524	1524	Moody's- AA2	2,599.82	0.73

Sub Total / Average			7,211,986.48	7,040,000.00	7,243,462.65	3.446	2.249		577	577		69,670.76	10.41
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US Agency

FNMA Step 3/20/2016-13	3136G1G94	3/20/2013	2,000,000.00	2,000,000.00	1,985,020.00	0.500	0.749	3/20/2016	994	82	Moody's- Aaa	2,777.78	2.89
FHLMC 0.625 11/1/2016	3134G3S50	10/19/2012	1,997,997.02	2,000,000.00	1,981,340.00	0.625	0.655	11/1/2016	1220	1220	Moody's- Aaa	2,048.61	2.89
FHLB 0.55 11/7/2016	313382SY0	5/7/2013	1,999,521.09	2,000,000.00	1,973,680.00	0.550	0.557	11/7/2016	1226	1226	Moody's- Aaa	1,619.44	2.89
FNMA Step 11/8/2017-13	3136G0Y39	11/8/2012	2,000,000.00	2,000,000.00	1,955,860.00	0.625	1.019	11/8/2017	1592	131	Moody's- Aaa	1,805.56	2.89
FNMA Step 11/15/2017-13	3136G03G4	11/15/2012	1,998,686.47	2,000,000.00	1,962,160.00	0.700	0.991	11/15/2017	1599	46	Moody's- Aaa	1,750.00	2.89
FNMA Step 11/21/2017-13	3136G04F5	11/21/2012	2,000,000.00	2,000,000.00	1,974,400.00	0.750	1.119	11/21/2017	1605	46	S&P- AA+	1,625.00	2.89
FNMA Step 12/13/2017-13	3136G07A3	12/13/2012	1,999,073.34	2,000,000.00	1,964,100.00	0.700	1.059	12/13/2017	1627	166	Moody's- Aaa	661.11	2.89
FNMA Step 12/26/2017-13	3136G1AA7	12/28/2012	2,000,000.00	2,000,000.00	1,972,900.00	0.625	1.044	12/26/2017	1640	179	Moody's- Aaa	138.89	2.89
FNMA Step 12/27/2017-13	3136G14Y2	12/27/2012	2,000,000.00	2,000,000.00	1,965,300.00	0.750	1.080	12/27/2017	1641	180	Moody's- Aaa	125.00	2.89
FNMA Step 1/22/2018-13	3136G1AP4	1/24/2013	1,998,629.11	2,000,000.00	1,956,700.00	0.700	1.124	1/22/2018	1667	22	S&P- AA+	6,144.44	2.89
FNMA Step 1/30/2018-14	3136G1BZ1	2/25/2013	1,993,486.11	2,000,000.00	1,964,880.00	0.500	1.231	1/30/2018	1675	214	Moody's- Aaa	4,166.67	2.88
FNMA Step 2/28/2018-13	3136G1DZ9	2/28/2013	1,999,066.81	2,000,000.00	1,958,020.00	0.700	1.222	2/28/2018	1704	59	Moody's- Aaa	4,666.67	2.89
FFCB 1.25 6/4/2018-13	3133ECQW7	6/4/2013	1,993,789.70	2,000,000.00	1,962,140.00	1.250	1.315	6/4/2018	1800	66	Moody's- Aaa	1,805.56	2.88

Sub Total / Average			25,980,249.65	26,000,000.00	25,576,500.00	0.690	1.013		1538	280		29,334.73	37.52
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Average

Total / Average	69,248,716.50	68,945,894.97	68,850,989.47	1.192	0.983	780	308	188,632.20	100
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Tracker

Begin Date: End Date: Portfolio/Report Group:

of 1 Export to the selected format

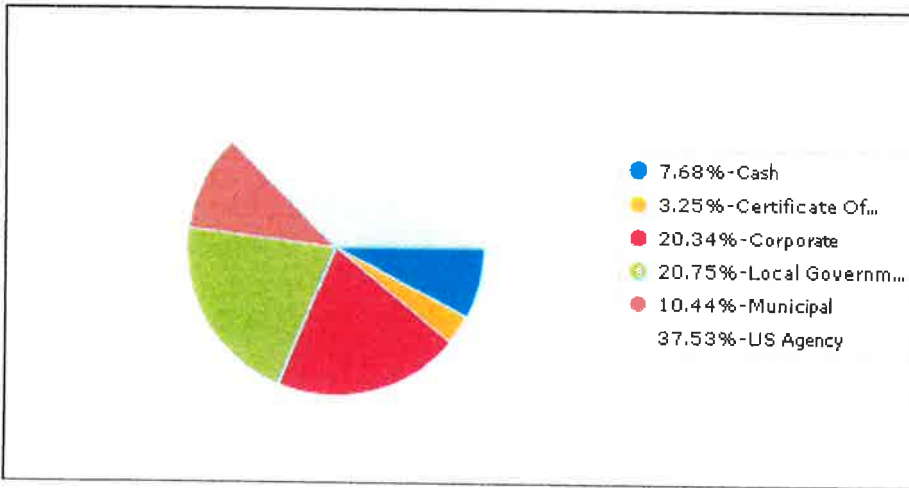


Mono County Distribution by Security Sector - Book Value All Portfolios

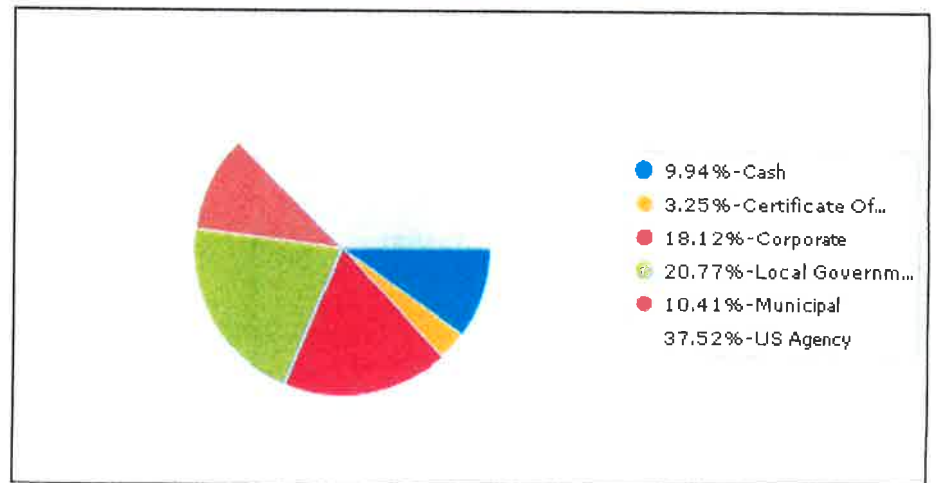
Begin Date: 3/31/2013, End Date: 6/30/2013

Security Sector	Security Sector Allocation			
	Book Value 3/31/2013	% of Portfolio 3/31/2013	Book Value 6/30/2013	% of Portfolio 6/30/2013
Cash	5,318,820.26	7.68	6,881,027.04	9.94
Certificate Of Deposit	2,250,000.00	3.25	2,250,000.00	3.25
Corporate	14,080,939.31	20.34	12,545,585.40	18.12
Local Government Investment Pool	14,368,114.23	20.75	14,379,867.93	20.77
Municipal	7,230,158.58	10.44	7,211,986.48	10.41
US Agency	25,986,184.32	37.53	25,980,249.65	37.52
Total / Average	69,234,216.70	100.00	69,248,716.50	100.00

Portfolio Holdings as of 3/31/2013



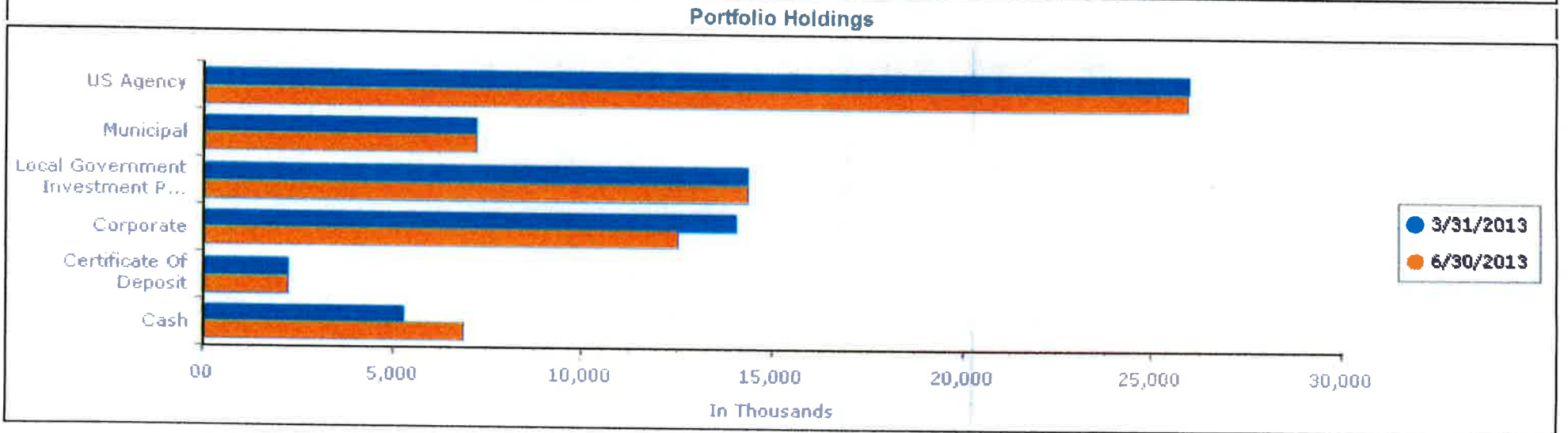
Portfolio Holdings as of 6/30/2013



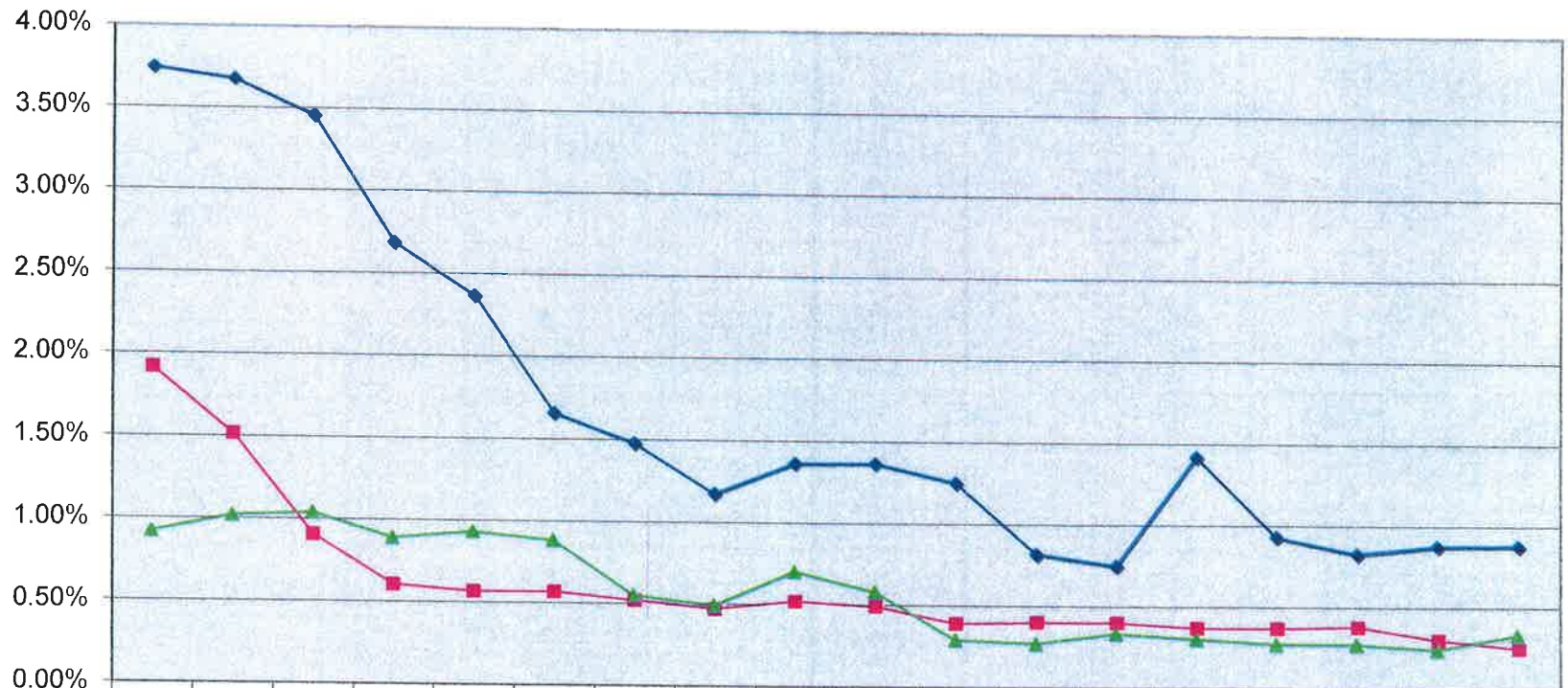
Mono County Distribution by Security Sector - Book Value

Begin Date: 3/31/2013, End Date: 6/30/2013

Security Sector	Security Sector Allocation			
	Book Value 3/31/2013	% of Portfolio 3/31/2013	Book Value 6/30/2013	% of Portfolio 6/30/2013
Cash	5,318,820.26	7.68	6,881,027.04	9.94
Certificate Of Deposit	2,250,000.00	3.25	2,250,000.00	3.25
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Local Government Investment Pool	14,368,114.23	20.75	14,379,867.93	20.77
Municipal	7,230,158.58	10.44	7,211,986.48	10.41
US Agency	25,986,184.32	37.53	25,980,249.65	37.52
Total / Average	69,234,216.70	100.00	69,248,716.50	100.00



MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON



	3/31 2009	6/30 2009	9/30 2009	12/31 2009	3/31 2010	6/30 2010	9/30 2010	12/31 2010	3/31 2011	6/30 2011	9/30 2011	12/31 2011	3/31 2012	6/30 2012	9/30 2012	12/31 2012	3/31 2013	6/30 2013
—◆— COUNTY	3.74%	3.67%	3.45%	2.68%	2.36%	1.65%	1.47%	1.17%	1.36%	1.36%	1.24%	0.81%	0.74%	1.41%	0.92%	0.82%	0.87%	0.87%
—■— LAIF	1.91%	1.51%	0.90%	0.60%	0.56%	0.56%	0.51%	0.46%	0.51%	0.48%	0.38%	0.39%	0.39%	0.36%	0.36%	0.37%	0.29%	0.24%
—▲— 2YR TREAS	0.91%	1.01%	1.03%	0.88%	0.92%	0.87%	0.54%	0.48%	0.69%	0.57%	0.28%	0.26%	0.32%	0.29%	0.26%	0.26%	0.23%	0.32%



Mono County Transaction Summary by Action All Portfolios

Begin Date: 5/31/2013, End Date: 6/30/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	6/4/2013	3133ECQW7	2,000,000.00	FFCB 1.25 6/4/2018-13	99.69	1,993,700.00	0.00	1.31	1,993,700.00
Subtotal			2,000,000.00			1,993,700.00	0.00		1,993,700.00
Deposit	6/18/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	6/30/2013	LAIF6000	11,753.70	Local Agency Investment Fund LGIP	100.00	11,753.70	0.00	0.00	11,753.70
Deposit	6/30/2013	OAKVALLEY0670	1,377.14	Oak Valley Bank Cash	100.00	1,377.14	0.00	0.00	1,377.14
Deposit	6/30/2013	OAKVALLEY0670	13,829,063.95	Oak Valley Bank Cash	100.00	13,829,063.95	0.00	0.00	13,829,063.95
Subtotal			15,842,194.79			15,842,194.79	0.00		15,842,194.79
Total Buy Transactions			17,842,194.79			17,835,894.79	0.00		17,835,894.79
Sell Transactions									
Called	6/12/2013	3136GOKR1	2,000,000.00	FNMA Step 6/12/2015-12	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Subtotal			2,000,000.00			2,000,000.00	0.00		2,000,000.00
Withdraw	6/3/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	6/7/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	6/27/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	6/30/2013	OAKVALLEY0670	10,197,742.03	Oak Valley Bank Cash	0.00	10,197,742.03	0.00	0.00	10,197,742.03
Subtotal			16,197,742.03			16,197,742.03	0.00		16,197,742.03
Total Sell Transactions			18,197,742.03			18,197,742.03	0.00		18,197,742.03
Interest/Dividends									
Interest	6/1/2013	69511AAD6	0.00	Pacifica Pension GO 4.053 6/1/2014		0.00	7,194.08	0.00	7,194.08
Interest	6/12/2013	3136GOKR1	0.00	FNMA Step 6/12/2015-12		0.00	5,000.00	0.00	5,000.00
Interest	6/13/2013	3136G07A3	0.00	FNMA Step 12/13/2017-13		0.00	7,000.00	0.00	7,000.00
Interest	6/13/2013	64952WAX1	0.00	New York Life 1.85 12/13/2013		0.00	4,625.00	0.00	4,625.00
Interest	6/16/2013	90520EAE1	0.00	UNION BK CA MED TERM 2.125 6/16/2017		0.00	5,312.50	0.00	5,312.50
Interest	6/17/2013	064149B97	0.00	Bank of Nova Scotia Halifax 2.375 12/17/2013		0.00	5,937.50	0.00	5,937.50
Interest	6/21/2013	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015		0.00	191.10	0.00	191.10
Interest	6/26/2013	3136G1AA7	0.00	FNMA Step 12/26/2017-13		0.00	6,250.00	0.00	6,250.00
Interest	6/27/2013	3136G14Y2	0.00	FNMA Step 12/27/2017-13		0.00	7,500.00	0.00	7,500.00



Mono County
Transaction Summary by Action
All Portfolios

Begin Date: 5/31/2013, End Date: 6/30/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	6/30/2013	LAIF6000	0.00	Local Agency Investment Fund LGIP		0.00	11,753.70	0.00	11,753.70
Interest	6/30/2013	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,377.14	0.00	1,377.14
Subtotal			0.00			0.00	62,141.02		62,141.02
Total Interest/Dividends			0.00			0.00	62,141.02		62,141.02



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 6, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	1 hour	PERSONS APPEARING BEFORE THE BOARD	Rose Glazier and Carlos Oblites
SUBJECT	Investment Workshop		

AGENDA DESCRIPTION:

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

Workshop presented by Carlos Oblites, Senior Managing Consultant with PFM Asset Management to discuss and explain today's bond market, how it effects the Mono County portfolio & will give his insight on forecasting the market.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Penny Galvin

PHONE/EMAIL: 7609325485 / pgalvin@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

[Cover letter/Carlos Oblites bio](#)

History

Time

Who

Approval

7/25/2013 5:17 PM	County Administrative Office	Yes
7/29/2013 5:01 PM	County Counsel	Yes
7/25/2013 6:03 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 495, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5480 • FAX (760) 932-5481

*Leslie L. Chapman, CPA
Finance Director*

*Rosemary Glazier
Assistant Finance Director
Treasurer/Tax Collector*

Date: July 18, 2013
To: Honorable Board of Supervisors
From: Rosemary Glazier, Assistant Director of Finance
Subject: Treasury Pool Investment Workshop

Recommended Action:

Presentation by Carlos Oblites, PFM Management, in the issues of the current Bond Market, how investments are processed and his view for the upcoming market.

Fiscal Impact:

None

Discussion:

Informational only

Carlos Oblites

Senior Managing Consultant PFM Asset Management LLC

Carlos Oblites is a Senior Managing Consultant with PFM Asset Management's Asset Management West Group. Mr. Oblites has worked in PFM's San Francisco office since 2007. Mr. Oblites is responsible for assisting California and Oregon public agencies in creating and developing investment strategies for operating funds, bond proceeds, and OPEB Trusts.

Prior to joining PFM, Mr. Oblites was a Principal and Relationship Manager at Wells Capital Management of over ten years. In that capacity, Mr. Oblites managed institutional investor relationships for a variety of clients, including public and private corporations, public agencies, foundations, non-profits, and hospitals. His responsibilities included providing investment advisory services, coordinating client communications, developing investment policies, and monitoring guideline and strategy implementation. In addition, he coordinated and presented formal client portfolio reviews and prepared proposals for business development efforts.

Before to Wells Capital Management, Mr. Oblites worked as a marketing/research consultant with Wells Fargo Bank and as teacher for the Long Beach Unified School District.

Mr. Oblites holds a bachelor's degree in history from the University of California, Santa Barbara, and he earned a master's degree in business administration from San Francisco State University.