



AGENDA
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified at far right.	Regular Meeting	MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517
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October 1, 2013

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

CLOSED SESSION

BOARD OF SUPERVISORS

CLOSED SESSION WILL FOLLOW REGULAR MORNING SESSION.

- 1a) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--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.
- 1b) Closed Session - Conference With Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claim of R. Garcia.
- 1c) Closed Session - Personnel - PUBLIC EMPLOYMENT. Government Code section 54957. Consideration of employment of a public employee. Title: FTS II.
- 2) APPROVAL OF MINUTES
9:00 a.m.
- A. Approve minutes of the Regular Meeting held on September 10, 2013.
B. Approve minutes of the Regular Meeting held on September 17, 2013.
- 3) **BOARD MEMBER REPORTS**
- The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

Approximately COUNTY ADMINISTRATIVE OFFICE

10 Minutes

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

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

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) CSA #5 Budget Amendment - Budget amendment to allocate up to \$7,500 of CSA #5 funds for miscellaneous small projects approved by the CSA#5 Administrative Board during the 13/14 fiscal year.

Recommended Action: Approve budget amendment to increase expenditures and decrease contingencies in the CSA #5 budget by \$7,500.

Fiscal Impact: This is a balanced budget amendment with no immediate fiscal impact. However, it authorizes an additional \$7,500 of CSA#5 funds to be spent during the 13/14 fiscal year. (4/5ths vote required).

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 6a) Appointment of Katy Buell and Judy Curti to the Antelope Valley Regional Planning Advisory Committee - Appointment of Katy Buell and Judy Curti to the Antelope Valley Regional Planning Advisory Committee.

Recommended Action: Appoint Katy Buell and Judy Curti to the Antelope Valley Regional Planning Advisory Committee (AVRPAC), as recommended by the AVRPAC.

Fiscal Impact: None.

COUNTY ADMINISTRATIVE OFFICE

- 7a) Letter of Support for AB 744 - Proposed letter of support by the Board of Supervisors for Assembly Bill 744 (Dahle), relating to Timber Harvesting Plan (THP) exemptions. A THP exemption is available in current law for harvesting of trees less than 18 inches in stump diameter in most circumstances, and up to 24 inches in special situations for the purpose of reducing fire danger. AB 744 would create a pilot program in the Sierra Nevada and certain other designated counties to simplify forest management practices in the highest risk fire regions by providing an expansion of the current exemption allowing for harvest of trees less than 24 inches in stump diameter.

Recommended Action: Approve and authorize the Board Chair to sign the proposed letter of support.

Fiscal Impact: None

PUBLIC WORKS - SOLID WASTE DIVISION

Additional Departments: Code Compliance

- 8a) Waiver of Gate Fees for Fire Debris at 15 White Mtn Road - Proposed resolution waiving gate fees at Benton Crossing Landfill for debris from a house fire in Chalfant to assist in abatement of a public nuisance. (This item was requested by Supervisor Stump.)

Recommended Action: Adopt proposed resolution #R13-_____, waiving gate fees at Benton Crossing Landfill for debris from a house fire in Chalfant to assist in abatement of a public nuisance.

Fiscal Impact: Unknown, but could be up to \$1,000 in lost gate fee revenue.

REGULAR AGENDA

CORRESPONDENCE RECEIVED
(INFORMATIONAL)

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

BOARD OF SUPERVISORS

- 9a) Mono Basin RPAC Letter of Thanks - Correspondence from Bartshe Miller of the Mono Basin RPAC dated September 17, 2013 thanking Garrett Higerd and the Public Works Department for their facilitation and coordination of the Lee Vining Streets Rehab Project.
- 9b) Alice Suszynski Correspondence Regarding June Mountain - Email correspondence from Alice Suszynski dated September 21, 2013 regarding progress with June Mountain and outstanding issues needing to be addressed.
- 9c) California Water Boards, State Water Resources Control Board - Correspondence from Katherine Mrowka, Division of Water Rights (State Water Resources Control Board) regarding Walker River Irrigation District's Petitions for Temporary Transfer and Change Involving Right's Established Under the Walker River Decree, Case No. C-125.

CLERK OF THE BOARD

- 10a) Domestic Violence Awareness Month (Susi Bains, Wild Iris) -
10 minutes Proclamation designating October 2013 as Domestic Violence Awareness Month. This item is being sponsored by Chairman Hunt.

(5 minute presentation, 5 minute discussion)

Recommended Action: Approve proclamation.

Fiscal Impact: None.

10b) Recognition of Individuals for Work Done on Behalf of Domestic Violence Victims (Susi Bains (Wild Iris)) - Wild Iris would like to honor two local employees: Asst. District Attorney Todd Graham and Deputy Marty Thompson for their outstanding work on behalf of victims of domestic violence. This item is being sponsored by Chairman Hunt.
10 minutes (5 minute presentation, 5 minute discussion)

Recommended Action: Present Plaques from Wild Iris to Assistant District Attorney Todd Graham and Deputy Marty Thompson. Wild Iris has requested that the presentation of plaques be from the Mono County Board of Supervisors.

Fiscal Impact: None.

10c) Mono Council for the Arts (Mammoth Arts Guild) State-Local Partnership Program (Gaye Mueller) - Resolution approving the State-Local Partnership Program Grant request and designating Gaye Mueller, Executive Director of the Mammoth Art Guild DBA Mono Council for the Arts, to execute the State-Local partnership Program Grant contract with the California Arts Council. Supervisor Hunt sponsored this agenda item.
15 minutes (5 minute presentation, 10 minute discussion)

Recommended Action: Adopt Resolution #R13-____, declaring approval of a state-local partnership program grant application by the Mammoth Art Guild and authorizing execution of a grant contract with the California Arts Council.

Fiscal Impact: None.

SOCIAL SERVICES

11a) Agreement with Wild Iris for Child Abuse Prevention Services (CAPIT & PSSF) (Kathy Peterson, Social Services) -
15 minutes (5 minute presentation, 10 minute discussion)
Agreement between Wild Iris and County of Mono to provide community services directed at preventing child abuse and neglect (CAPIT and PSSF Funds).

Recommended Action: Approve County entry into the proposed

contract, and authorize Kathy Peterson, Mono County Director of Social Services, to execute the contract on behalf of the County. This authorization includes making minor amendments to the agreement from time to time as the Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

Fiscal Impact: The cost of the two year contract is \$90,328.00 (\$45,164.00 per year). All funding is State funding and accordingly, there is no cost to the County General Fund. There is sufficient appropriation in fund 103 for this expenditure.

- 11b) Program Request Submitted by the Child Abuse Prevention Council (CAPC) to Fund CAPC Coordination Services (Kathy Peterson, Social Services) - Request of the Mono County Child and Family Advisory Board to spend funds held in the County Children's Trust Fund for Council coordination services.
- 15 minutes
(5 minute
presentation,
10 minute
discussion)

Recommended Action: Approve request to use County Children's Trust Fund monies in an amount not to exceed \$24,320.00 to fund coordination services for the Mono County Child and Family Advisory Board, as recommended by the Child and Family Advisory Board. Approve the County to enter into the proposed contract for said services with the Mono County Office of Education, and authorize Kathy Peterson, Mono County Director of Social Services, to execute said contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Department of Social Services' Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

Fiscal Impact: The cost of the two year contract is \$24,320.00 (\$12,160.00 per year). Accordingly, all requested funds shall come from the County Children's Trust Fund and there is no cost to the Mono County General Fund. There is sufficient appropriation in Fund 238 for this expenditure.

- 11c) Program request submitted by the Child Abuse Prevention Council for use of CBCAP Funds (Kathy Peterson, Social Services) - Request of the Mono County Child and Family Advisory Board to spend funds held in the County Children's Trust Fund; Agreement between Wild Iris and County of Mono to provide community services directed at preventing child abuse and neglect (CBCAP Funds).
- 15 minutes
(5 minute
presentation,
10 minute
discussion)

Recommended Action: Approve request to use County Children's Trust Fund monies in an amount not to exceed \$35,680.00 to fund child abuse prevention services provided by Wild Iris, as recommended by the Child and Family Advisory Board. Approve County entry into the proposed contract, and authorize Kathy Peterson, Mono County Director of Social Services, to execute the contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

Fiscal Impact: The cost of the two year contract is \$35,680.00 (\$17,840.00 per year). All funding is State funding and accordingly, there is no cost to the County General Fund. There is sufficient appropriation in fund 238 for this expenditure.

- 11d) In-Home Supportive Services Advisory Board Stipend, Terms, and Appointment (Kathy Peterson, Social Services) - Request Board of Supervisors action to set new, confirm existing, or eliminate IHSS Advisory Board meeting stipend; set IHSS Advisory Board membership terms; and appoint Mr. Robert Williams of Bridgeport to serve on the IHSS Advisory Board.
- 20 minutes
(5 minute presentation, 15 minute discussion)

Recommended Action: The Department of Social Services requests the Mono County Board of Supervisors consider the following three actions related to the IHSS Advisory Board: 1) Set new, re-confirm existing, or eliminate Advisory Board meeting stipend; 2) Set three-year staggered terms for Advisory Board members; and 3) Appoint Mr. Robert Williams of Bridgeport to the In-Home Supportive Services (IHSS) Advisory Board, to serve a three-year term, commencing on October 1, 2013, and terminating on September 30, 2016.

Fiscal Impact: No general funds are involved. Funding is provided by the State through the IHSS administrative allocations process.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: Behavioral Health

- 12a) California State Association of Counties Awards Presentation (Farrah McDaid Ting (CSAC), Jim Leddy and Robin Roberts) - Awards presentation by the staff of the California State Association of Counties for Mono County being selected as one of the 2013 CSAC Challenge Presentation, Award recipients.
- 15 (5 minute CSAC Staff Presentation, 5 minute staff comments, 5

minute
Board
discussion
and photo)

Recommended Action: Receive CSAC Award and congratulate the staff for their efforts to bring recognition to Mono County services.

Fiscal Impact: No impact from this item.

12b) California State Association of Counties Legislative Issues Report (Farrah McDaid Ting, Representative of the California State Association of Counties) - Presentation by Farrah McDaid Ting, the California State Association of Counties regarding recent passage of State Budget as well as other issues which could impact Mono County from the end of the 2013 portion of the State Legislative Session.
45 minutes (15 minute staff presentation, 30 minute discussion)

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

Fiscal Impact: No fiscal impact.

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.)

**ADJOURN TO CLOSED SESSION UPON
COMPLETION OF REGULAR MORNING AGENDA**

ADJOURNMENT

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session--Human Resources		

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
8/14/2013 8:35 AM	County Administrative Office	Yes
9/24/2013 10:20 AM	County Counsel	Yes
8/14/2013 8:27 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 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. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claim of R. Garcia.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
9/20/2013 9:12 AM	County Administrative Office	Yes
9/24/2013 10:54 AM	County Counsel	Yes
9/19/2013 5:01 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Personnel		

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Consideration of employment of a public employee. Title: FTS II.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
9/26/2013 8:33 AM	County Administrative Office	Yes
9/24/2013 4:01 PM	County Counsel	Yes
9/25/2013 10:37 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 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 September 10, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[09-10-13 Draft](#)

History

Time	Who	Approval
9/17/2013 4:56 PM	County Administrative Office	Yes
9/24/2013 10:56 AM	County Counsel	Yes
9/19/2013 10:49 AM	Finance	Yes



DRAFT 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

September 10, 2013

Flash Drive	#1006
Minute Orders	M13-199 to M13-202
Resolutions	R13-75 NOT USED
Ordinance	Ord13-04

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

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

*Break: 11:28 a.m.
Reconvene: 11:33 a.m.
Closed Session: 12:51 p.m.
Adjourn: 2:15 p.m.*

Pledge of Allegiance led by Jim Leddy

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Tim Hansen:

- Came to hear about Sage Hen and Frog issue.
- Also wanted to give his opinion about Law Enforcement/Burning Man issues.
- He noticed a large amount of law enforcement vehicles that weekend, didn't really know what was going on.
- He thinks that a majority of the people stopped were coerced into having their vehicles searched; however, these people have rights.
- He doesn't think it was good for the economy.
- Over the top law enforcement activities are not necessary.
- Supervisor Stump: asked what Tim would do about this if he had this complaint as a Supervisor?

CLOSED SESSION

BOARD OF SUPERVISORS

CLOSED SESSION WILL FOLLOW REGULAR MORNING SESSION.

Note

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

There was nothing to report out of closed session.

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

Additional Departments: County Administrator

- 1b) Closed Session - Public Employment (Bill Van Lente) - PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

2) APPROVAL OF MINUTES

M13-199 Action: Approve minutes of the Regular Meeting held on August 13, 14, 15, 2013, as corrected.

Stump moved; Fesko seconded

Vote 3 yes; 1 no: Johnston; 1 absent: Alpers

Supervisor Johnston:

- He was not able to listen to minutes; still disagrees with tape. He still believes that \$60,000 was voted three to two. He believes Supervisor Alpers said he'd go with \$60,000.

Jim Leddy:

- Feels the matter has been settled by listening to and transcribing that portion of the tape.
- Supervisor Johnston's concerns will be a matter of record in both last week's meeting minutes and this week's meeting minutes.

Supervisor Fesko:

- Asked that typed transcript be attached to the minutes (also to the web portion).

Supervisor Stump:

- Page 13 of 15 of draft minutes. Under Policy Item Discussion, Supervisor "Hunt" should be Supervisor "Stump" under comments.
- Same page, under Board of Supervisors, Supervisor Stump does not recall voting no on the Trail Maintenance Program and asks that the vote be removed from minutes.

3) **BOARD MEMBER REPORTS**

Supervisor Alpers:

- ABSENT.

Supervisor Fesko:

- SRA fees – needs to get out there that people MUST pay this fee. Penalties are significant if you are late. If someone filed an appeal last year they still need to file this year.
- Met with local CSA last week; Nate Greenberg approached the group about

Note

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doing a free wi-fi down Main Street. They might have start up fees.

- Antelope Valley RPAC last Thursday; moving forward with area plan.
- LTC – attended yesterday. Disappointed by lack of Town participation.
- Smoke is really affecting businesses, his included.
- Asked Caltrans to change Highway 120 sign because signage is misleading.
- He's more than happy to chauffeur Supervisor Alpers as needed in light of recent eye surgery.

Supervisor Hunt:

- Attended ESCOG meeting; there was no Town representation which was disappointing.
- Update on Digital 395.
- Couldn't camp in Green Creek due to horrible smoke; he thinks it is affecting tourism.
- Can we contact MMSA and request update about June Mountain improvements? Also, we need to get a liaison going again. It will help open the doors of communication.
- Jim Leddy: Letter can be written to MMSA at their request; as part of that he will request some type of liaison to reassemble.
- Sierra Nevada Conservancy Board meeting tomorrow; SRA will be discussed.

Supervisor Johnston:

- Showed CSAC video of a legislative update.
- Attended LTC meeting.
- ESCOG meeting last week.
- Did go on 120 from Groveland to Crane Flat. Fire was all along there – it's burned as far as you can see. Landscape will be dramatically altered.

Supervisor Stump:

- Appreciations to road shops in Crowley and Benton for creating a detour around Highway 120 for the Century Bike Ride.
- Recognized Jeff Walters and Jim Leddy regarding road block.
- PUC Resolution – recognized Nate Greenberg and his work on this.
- Met with Congressman Cook last week; discussions about various things. Though it was a good but brief meeting.
- Coalescing priority list coming together.
- SRA fees coming out again. Discussed lawsuit issues with this.
- 9/17 at 6:00 p.m. tele-town hall with legislators
- Would like to discuss writing a letter to Mono County Residents regarding SRA fees at a future meeting. Need to write a letter asking for services.
- Supervisor Alpers is not here; did have to have major surgery to his eye. He is going to require support in the future; he will not be able to drive. He will have recovery for 4-6 months.
- Supervisor Alpers asked Stump to bring up MMSA's actions about June Mountain; it's time to direct Jim to send a letter requesting monthly updates. He understands MMSA's budget will not be out until October. Agendize?
- Symons Ambulance in Bishop, their financial problems continue. Reminds him to appreciate the program we do have.
- Asked that flags be flown at half staff for rest of the week in memory of Keith Park.

COUNTY ADMINISTRATIVE OFFICE

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

Note

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

Jim Leddy:

- Met with representative from Senator Boxer's office.
- Attended June Lake CAC; went back through the budget. Supervisor Alpers needs a full copy of the budget to go to June Lake Library.
- Wednesday, sat in with Congressman Cook and all meetings; thanked staff for help in organizing this.
- Met with Tim Intyre – doing a number of follow-up items from that meeting.
- Supervisor Alpers: went through a range of issues; congressman asked for office space; following up on zip code issue.
- Attended Public Work's Foreman Meeting; spoke about many issues. Board will hear about preparation of winter activities.
- Attended Solid Waste Task Force Meeting; no quorum. Good discussion.
- Attended Benton Crossing Landfill with the staff; has begun a lunch at the landfill program.
- Met with Kevin Carunchio, Inyo CAO; spoke about September 23rd meeting; if any members of our Board want to go, they will accommodate them at the top of the meeting. Feels our Board needs its own special meeting as well.
- Attended ESCOG meeting.
- We got an award from CSAC for Robin Roberts and her team; CSAC will come to present this on October 1st to Board and staff.
- Will meet tomorrow with staff regarding follow up issues on budget.
- Spoke about Keith Park – his death was tragic and unexpected. He and Bill VanLente sat down with IT staff to make sure support is offered. Condolences sent out to Keith's family. Service in Bridgeport in the next few weeks.

DEPARTMENT REPORTS/EMERGING ISSUES

(PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

No one spoke.

CONSENT AGENDA

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

PUBLIC WORKS - ROAD DIVISION

- 5a) Speed Limit Ordinance - Second Reading - Second reading of the proposed Speed Limit Ordinance.

ORD13-04 Action: Adopt proposed Ordinance No.13-04, "An Ordinance of the Mono County Board of Supervisors Amending Sections 11.12.030 and 11.12.040, and Adding Section 11.12.070 to, the Mono County Code Pertaining to Speed Limits."

Johnston moved; Fesko seconded

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

SOCIAL SERVICES

- 6a) Amendment to Contract with County of Inyo Pertaining to Eastern Sierra Area Agency on Aging for a Reduction in Funds - Proposed contract amendment with the County of Inyo Eastern Sierra Area Agency on Aging pertaining to a reduction in funding for FY 2012-13 and FY 2013-14.

Note

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

M13-200 **Action:** Approve County entry into proposed contract amendment and authorize the Mono County CAO to execute said amendment on behalf of the County.

Stump moved; Fesko seconded

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

Supervisor Stump pulled for discussion:

- Wanted to bring to light the attack that this program is under.
- There is an extra handout in front of the Board (to be posted to the web); pointed out additional support line item.
- The money is declining and will continue to do so.
- Mentioned line item changes to budget sheet.

Kathy Peterson:

- Talked to Director Turner and she said that this went in front of Inyo Board; estimate three times a week for the purchase of hot meals out of Bishop kitchen. Attempt October 1st start date for that.
- Will check to see if this requires Board Action.

Jim Leddy:

- Will agendaize for further discussion.

CLERK OF THE BOARD

7a) Reappointment to the First 5 Children and Families Commission - Reappointment of Stacey Adler, PhD to the First 5 Mono County Children and Families Commission.

M13-201 **Action:** Reappoint Stacey Adler, PhD, Mono County Superintendent of Schools, to serve a subsequent three year term on the First 5 Commission expiring July 31, 2016.

Johnston moved; Fesko seconded

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

FINANCE

Additional Departments: Bridgeport Fire Dept.

8a) Bridgeport Fire Department Financial Audit (Leslie Chapman) - Bridgeport Fire Department requests a waiver of the annual audit requirement to be replaced by a biennial audit in accordance with Government Code Section 26909.

**PULLED
MOVE TO
NEXT
WEEK!**

Action: None.

Supervisor Stump pulled for discussion:

- Asked Leslie whether other Fire Districts could take advantage of this?
- Will Leslie bring this back at some other time?
- He thinks two year audits would be beneficial.

Leslie Chapman:

- BP Fire is unique; they originally didn't care for the Auditor the County hired and opted out. This is why it's in front of the board.
- She has looked at code sections. Her read is that the five year audit requirement is where the \$300,000 floor comes in.
- She's trying to determine where that number came from? She doesn't see a reason to have annual audits for every special district.

Note

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- It can be brought back but it's not super high priority. Will bring back again sometime before next audit.

Supervisor Fesko:

- Asked whether or not trying to get BP Fire back on board?
- Can you come back with that information?

Marshall Rudolph:

- Code says this requires unanimous voting.
- He suggests pulling from this agenda and moving to next agenda to get all five supervisor's vote.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

No Correspondence.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 9a) Workshop on the Cumulative Impacts of Proposed Endangered Species (Wendy Sugimura, Dr. James Paulus, Consulting Biologist) - Workshop regarding proposals to list and designate critical habitat for the Sierra Nevada yellow-legged frog and Yosemite toad, and upcoming decision regarding listing of the Bi-State sage grouse

Action: None.

Scott Burns:

- Workshop and strategy session to deal with endangered species.
- Dr. Paulus is here and available for any questions.
- Courtney Weiche is up in Mammoth, she's been participating in Sage Grouse issues.
- All this is a bigger deal to Mono County due to the Sage Grouse issue at the same time. We expect a proposal later this month; would follow similar process as the toad/frog issue.
- We intend to have mitigation policies in general plan to address these issues.
- Regarding Subdivisions: only a tentative map had been approved; don't be surprised when something else comes forward.
- Letter to be submitted from the Board?

Wendy Sugimura:

US FISH & WILDLIFE PROPOSAL (SIERRA NEVADA YELLOW-LEGGED FROG AND YOSEMITE TOAD POWER POINT):

- There are two proposals now available.
- Endangered Species Act (decisions must be based on best available science).
- Critical Habitat.
- What is Critical Habitat?
- Threats to SNYL Frog.
- Threats to Yosemite Toad.
- Yosemite Toad: Strategies.
- Sierra Nevada yellow-legged frog: Strategies.
- Handout of large maps; discussion of maps. Went over Proposed Critical Habitat Designations on maps. To be posted to website.

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- Mentioned 9/23/13 meeting in Bishop; asked whether or not someone from the Board would attend?
- Comments on these two proposals are due November 18th.
- There will also be two presentations on the west side.

OTHER COMMENTS:

- All threats need to be addressed, not just the fungus.
- We can use Fish and Wildlife previously published information; they probably wouldn't directly support us.
- They will overlay ownership on maps to take into account private property.

Supervisor Fesko:

- Livestock is a major concern.
- Grazing issues need to be addressed.
- He agrees that adding another layer onto this could be harmful.
- Feels taking away the right to subdivide property isn't right. He agrees with not hunting Sage Grouse.
- Pointed out that this was presented as a 40 minute discussion, but has gone 90. minutes.

Supervisor Stump:

- Asked about wilderness line.
- California Fish and Wildlife is already working on this. Are all entities talking to each other?
- How did the fungus get here?
- Is CA Fish and Wildlife amenable to Mono County quoting their programs?
- He may try to attend the meeting.
- How do we convey there are things collaboratively being done?
- Asked for clarification on "subdivision".

Supervisor Johnston:

- What kind of habitat do they like?
- How will grazing be prevented? Discussed climate changes.
- Asked about fungus (chytrid) and its effect.
- Is it the fungus or is it the trout?
- Why aren't there frogs in all suitable habitats? Or can they be transported?
- He would like to attend the 9/23/13 meeting in Bishop (Jim Leddy to attend as well, said that comments can be incorporated).
- Why is there a recovery plan for a bird that doesn't need to be recovered?
- Commended letter written by Scott Burns (with assistance with Dr. Paulus) but it didn't include hunting of Sage Grouse.
- There are now lakes and habitats for Sage Grouse; he'd like to see a policy and eliminate the potential of subdivisions.
- Agrees with writing a simplified letter.

Supervisor Hunt:

- This is a big deal; question is where is this going to go?
- There will be an effort by the government.
- Who is interested in going to the meeting?
- He will work with Scott Burns to draft a letter; will need to get brought back.

Dr. James Paulus:

- Spoke about habitat and wilderness boundaries drawn. They are tied to hydrologic units.
- Climate change is a threat to both species.
- Maybe don't want the Feds stepping in; could be detrimental.
- Chytrid fungus is very devastating. It's believed that birds and fisherman could carry it.

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- Agrees with Supervisor Stump that ALL efforts need to be highlighted. Mono County Sage Grouse issues need to be treated different than other area Sage Grouse issues.

Tim Hansen:

- Right now there are critical areas of habitat that have frogs in them?
- Additionally there are suitable habitats that don't have frogs?
- Who is going to do the economic impact report?
- Sounds like it won't be a huge impact at this point, but who knows?

FINANCE

10a)

A87 Cost Plan Workshop (Leslie Chapman) - Presentation by Leslie Chapman regarding the County Cost Plan (A-87 charges) and possible alternatives for cost allocations.

Action: None.

Leslie Chapman:

- Today's discussion may or may not result in board action.
- OMB A-87 County Cost Plan Power Point (to be posted to the web):
- What is it?
 - Why do we need it?
 - Why do we hate it?
 - A-87 Allocation Basics.
 - Administrative Cost Centers.
 - Allocation Methods:
 - Building Use Allowance
 - County Administrative Office
 - Finance Department
 - County Counsel
 - Facilities
 - Insurance
 - Information Technology
 - Allocation Method Summary
 - What should we do?
 - Recommendations – Immediate
 - Review and update time sheets for all administrative departments. (BOARD CONSENSUS: YES)
 - Remove items that can/should be direct charged by utilizing internal service funds (insurance and telephones) (BOARD CONSENSUS: YES TO PULL INSURANCE ONLY OUT SEPARATELY)
 - Don't charge general fund departments unless they have grants that allow administrative charges, or unless there is a business reason to tract administrative costs (paramedics?) (BOARD CONSENSUS: YES)
 - Report all A87 revenue in the General Revenues budget to remove any incentive to over-charge (BOARD CONSENSUS: YES)
 - Recommendations – Ongoing
 - Provide training to administrative departments to increase awareness of what and when a service should be direct billed.
 - Provide overall training so departments will be more aware of how business decisions will affect their cost plan charges.
 - Today's action.

ADDITIONAL COMMENTS:

- We're not required to charge it, but it's the approved methodology to recoup from

Note

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some grants.

- Thinks a Central Services area should be resurrected.
- We need to follow guidelines for administrative allocations.
- A flat rate doesn't follow the approved methodology for some grants.
- There is nothing that can be done about two year lag.

Supervisor Johnston:

- A87 makes budget not understandable to the general public. For them, it needs to be eliminated.
- Perception: government spends a lot of time justifying their time; shell game.
- He'd rather see us do some of flat fee every year rather than all this; wouldn't this work over a five year period?

Supervisor Stump:

- If the general public can't understand it, it makes it hard for him to explain it to them.
- How do Department Heads plan a budget two years down the road when there is no idea what A87 charges are going to be?
- Not fair to Department Heads to have to deal with costs in this year's budget that occurred two years ago?
- Gave example of Public Works getting gravel to jail and how billing was done?
- Just because you track does that mean you have to charge?

Supervisor Hunt:

- How rigid is the state in this?
- Simplification is important; but is there any way to tighten up the two year lag time?
- Training is going to be critically important; need it to be as simple as possible.

Supervisor Fesko:

- Time studies: has anybody done time studies on how long it takes to do time studies?
- Are A87 costs broken out for Department Heads?
- He thinks finding out the true costs is what's most important; we need simplification.

Tim Kendall, D.A.:

- As a Department Head, if we're really seeking to find a true cost of a department, the difficulty is that he gets charged a percentage for IT or Facilities, etc. He may go a year without needing one of these services.
- He doesn't get a clear picture of what his costs are.

Marshall Rudolph:

- No board action can be taken today with the way the agenda item was written. Can discuss today and bring back to Board for action.

Rick Mitchell:

- They are asked to justify their existence but don't get any credit where they've saving the county money on an ongoing basis.
- They use computers in the field now so IT is helping out with this; this is increasing their revenues. They shouldn't go into one pot (Leslie clarified this, cleared up misconception).
- Their A87 costs are confusing.

PUBLIC WORKS

Additional Departments: Information Technology; County Counsel

Note

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ADDENDUM

11a) Ratification of Road Closure for Digital 395 Construction (Jeff Walters, Nate Greenberg, Marshall Rudolph) — Proposed ratification of a temporary road closure by Public Works. Specifically, the closure involves of a section of Round Mountain Road between Casa Diablo Road and Owens Gorge Road (approximately 10 miles) to allow fiber optic line installation in the center of the road, associated with construction of the Digital 395 project. Said installation in the center of the road will meet requirements imposed by USFS. The closure commenced on September 5th and will terminate on October 5th (reopening on October 6th). Staff will provide an oral report and answer any questions the Board may have.

M13-202 **Action:** Pursuant to Streets and Highways Code section 942.5(c), approve and ratify the closure of Round Mountain Road between Casa Diablo Road and Owens Gorge Road (approximately 10 miles) to allow fiber optic line installation in said road associated with construction of the Digital 395 project. Said closure to commence on September 5th and continue through October 5th (reopening on October 6th).

Fesko moved; Johnston seconded

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

Jeff Walters:

- Handout of photos.
- Praxis selected Round Mountain Road as route; it needs to be closed while they do the work.
- They were told to revert it back to the way it is.
- Some hunters use this area but there are other ways around.

Supervisor Johnston:

- Will it be reverted back to normal travel?

Supervisor Hunt:

- There is a way around this route.

Supervisor Fesko:

- Asked about grading of a different road; offered caution.

Nate Greenberg:

- They're trying to resolve whether this will be one long bore or 2 or 3 shorter ones.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

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

CLOSED SESSION

THERE WILL BE NO AFTERNOON SESSION

ADJOURNMENT 2:15 P.M.

THE MEETING WAS ADJOURNED IN MEMORY OF KEITH PARK

Note

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TODAY.

ATTEST:

BYNG HUNT
CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

§§§§§

Note

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

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 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 September 17, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
 [Draft Minutes 9.17.13](#)

History

Time	Who	Approval
9/20/2013 9:12 AM	County Administrative Office	Yes
9/24/2013 3:42 PM	County Counsel	Yes
9/19/2013 2:44 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

September 17, 2013

Flash Drive	Portable
Minute Orders	M13-203 to M13-205
Resolutions	R13-75 to R13-84
Ordinance	Ord13-05 – NOT USED

9:00 AM

Meeting Called to Order by Supervisor Hunt, Chair

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

Pledge of Allegiance led by Tim Hansen

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- **Judy Goldberg:** Talked about the proposed emergency access road in Mono City; this is an important issue to the community. She urged the Board to accept BLM's offer.
- **Tim Hansen:** Read a letter from the Mono Basin RPAC thanking Garrett Higerd, Public Works Department, for his work on the Lee Vining road improvement project. This has been a big improvement for the community.
- **Jim Dessert,** Manager of Snowcreek I, II, III: For several years, Snowcreek and other businesses in Mammoth Lakes have been using the snow pole straightening equipment that is owned by the County. He asked the Board to help expedite the MOU process.
 - Jim Leddy, CAO: As soon as the MOU is completed; he will bring it to the Board for approval.

CLOSED SESSION WILL FOLLOW REGULAR MORNING SESSION

Closed Session: 11:37 a.m.
 Adjourned: 2:05 p.m.

CLOSED SESSION

The Board had nothing to report from Closed Session.

BOARD OF SUPERVISORS

1a)

Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van

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

2) APPROVAL OF MINUTES

M13-203 A. Approve minutes of the Regular Meeting held on September 3, 2013, as corrected.

Johnston moved; Stump seconded

Vote: 4 Yes; 0 No; 1 Absent (Alpers)

- Supervisor Johnston: Correction to his comment under Item #14a, Conway Ranch Irrigation. "Need to not lose waterways..."; change to, "Need to not lose water rights...".

3) **BOARD MEMBER REPORTS**

Supervisor Alpers

1. Absent.

Supervisor Fesko

1. Flu-shot clinics have started; Walker had 30 people turn out.
2. Attended the Ducks Unlimited dinner last Saturday, and won a raffle prize.
3. Supervisor Alpers sends his regrets that he could not attend today's meeting due to his recent surgery.

Supervisor Hunt

1. Attended the Great Basin Unified Air Pollution Control District meeting. They appointed a three-member team to work with LADWP on issues regarding lawsuits.
2. Attended the Sierra Nevada Conservancy Board meeting. They discussed bio energy, funding cuts in the National Park budget and potential future cuts, and the black bear population. The annual report will be distributed in the near future.

Supervisor Johnston

1. Tioga Pass has re-opened.
2. Attended a Mammoth Lakes Housing special meeting. They plan to re-purchase a house to keep it in the affordable rental pool.
3. Attended the Great Basin Unified Air Pollution Control District meeting. They discussed the Town's EPA certified wood stoves and bringing them into compliance; approved burn barrels, however, it was not unanimous; and had a report on the clean air projects program. DWP discussed issues regarding their lawsuits.

Supervisor Stump

1. Attended the Tri Valley Water Commission meeting in Chalfant last week. Received queries about Digital 395 and the zip code issue, which Congressman Cook is looking into.
2. Received numerous calls about SRA fees; thanked Jim Leddy, CAO, for preparing a letter about this subject. A majority of Mono County residents receive no services but are assessed the fee. After the letter receives a response, it may be necessary to agendize this topic for further discussion.

COUNTY ADMINISTRATIVE OFFICE

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

Note

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Jim Leddy, CAO

1. Monthly management meeting was held last week. They reviewed the budget matrix and projects; Leddy will provide a revised copy to the Board.
2. Last Wednesday attended the Mono Basin RPAC meeting. They talked about the Mono City emergency access road; Leslie (Chapman, Finance Director), presented the budget and talked about the process.
3. Last Sunday met with the owner of Reverse Creek Lodge to discuss TOT.
4. US Fish and Wildlife has scheduled a meeting in Inyo County for next Monday, September 23rd, to discuss the yellow-legged frog issue. Supervisor Johnston will attend on behalf of the Board. USFW is not planning to hold a similar meeting in Mono County but will come to a regular Board meeting. Leddy will follow-up after next week's meeting.

DEPARTMENT REPORTS/EMERGING ISSUES

- **Marshall Rudolph**, County Counsel: Introduced Christy Milovich, recently hired as a Deputy County Counsel. Milovich thanked the Board for this opportunity.
- **Garrett Higerd**: Update about construction work around the County. 1) Lee Vining road project is complete and within budget; 2) Aspen Road paving in June Lake will start next week; 3) Bryant Field project is finalized; 4) Construction has begun on Sinclair and Emigrant Streets in Bridgeport, and should be finished by the end of the month.

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.)

- Marshall Rudolph, County Counsel: Pulled Item #8a due to Supervisor Alpers' absence; action requires the full Board.
- Supervisor Stump pulled Item #5a.
- Supervisor Johnston pulled Item #7a.

FINANCE

Additional Departments: Inyo-Mono Agricultural Commissioner

5a) Agricultural Maintenance Facility - Proposed resolution authorizing the transfer of funds in trust to the Inyo County construction fund when appropriate.

R13-75 **Action:** Adopt Resolution #R13-75 authorizing the Agricultural Commissioner to transfer funding from the Mono County Building Trust to a construction fund for the purposes of constructing a department maintenance facility.

Fesko moved; Stump seconded

Vote: 4 Yes; 0 No; 1 Absent (Alpers)

- Supervisor Stump: Asked for clarification about the funding.
 - Leslie Chapman, Finance Director: Over the years excess gas tax has been set aside for this project. As written in the resolution, Finance will oversee the transfer process.
 - Nathan Reade, Ag Commissioner: The excess gas tax can only be used for agricultural programs and purposes. Since the first bid was too high, they plan to re-bid within the current fiscal year.

SOCIAL SERVICES

6a) Approval of Contract between First 5 Mono County Children and Families

Note

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Commission and County of Mono - Proposed contract with First 5 Mono County Children and Families Commission pertaining to Child Abuse Prevention, Intervention, and Treatment (CAPIT) funds.

M13-204

Action: Approve County entry into contract with First 5 Mono County Children and Families Commission pertaining to Child Abuse Prevention, Intervention, and Treatment (CAPIT) funds, and authorize Kathy Peterson, Social Services Director, to execute said contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Department of Social Services Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel.

Johnston moved; Stump seconded

Vote: 4 Yes; 0 No; 1 Absent (Alpers)

HUMAN RESOURCES

Additional Departments: County Counsel

7a)

Amendments to Employment Agreements (Bill Van Lente) - Resolutions approving Agreement and Amendment to Agreement re Employment of the following:

1. Garrett Higerd
2. Richard Johnson
3. Wade McCammond
4. Roberta Reed
5. Lynda Roberts
6. Lynda Salcido
7. Franklin W. Smith
8. Stacey Westerlund

Action: Adopt the following resolutions approving Agreement and Amendment to Agreement regarding employment of the following:

R13-76

Resolution #R13-76, Garrett Higerd, second amendment

R13-77

Resolution #R13-77, Richard Johnson, second amendment

R13-78

Resolution #R13-78, Wade McCammond, second amendment

R13-79

Resolution #R13-79, Roberta Reed, second amendment

R13-80

Resolution #R13-80, Lynda Roberts, third amendment

R13-81

Resolution #R13-81, Lynda Salcido, fourth amendment

R13-82

Resolution #R13-82, Franklin W. Smith, second amendment

R13-83

Resolution #R13-83, Stacey Westerlund, second amendment

Johnston moved; Fesko seconded

Vote: 4 Yes; 0 No; 1 Absent (Alpers)

- Supervisor Johnston: Some of these contracts have been extended three times. The Board needs to resolve issues pertaining to management compensation. Supervisors Fesko and Hunt voiced their agreement.

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7b)

Addendum **Amendments to Tom Perry Employment Agreement** – Proposed Resolution approving an agreement and first amendment to the employment agreement of Tom Perry. The amendment will simply extend the agreement’s expiration date until November 30, 2013.

R13-84

Action: Adopt Resolution #R13-84, approving Agreement and First Amendment to the employment agreement of Tom Perry.
Johnston moved; Stump seconded
Vote: 4 Yes; 0 No; 1 Absent (Alpers)

FINANCE

Additional Departments: Bridgeport Fire Dept.

8a)

Bridgeport Fire Department Financial Audit - Bridgeport Fire Department requests a waiver of the annual audit requirement to be replaced by a biennial audit in accordance with Government Code Section 26909.

No Motion

Action: Pulled; move to future agenda.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

9a)

Letter to US Fish and Wildlife opposing Sage Grouse Listing - Letter to US Fish and Wildlife opposing Sage Grouse Listing.

M13-205

Action: Authorize Chair's signature on letter opposing listing of the Bi-State Sage Grouse by the US Fish and Wildlife Service
Johnston moved; Stump seconded
Vote: 4 Yes; 0 No; 1 Absent (Alpers)

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)

Mono County Fisheries Commission Letter - Correspondence from Steve Marti, Chair of the Mono County Fisheries Commission regarding acquiring Board Approval to spend Fisheries Commission monies for drilling a well and installing a pump.

- Supervisor Fesko: The Fisheries Commission has set money aside for this project so the issue needs to remain in the forefront of agenda items to come to the Board.
 - Marshall Rudolph, County Counsel: Received the consultant’s draft plan, which will come back to the Board. Rudolph will inform Dan Lyster (Economic Development) about the Board’s interest in moving forward on this issue.

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- 10b) Sharon Clark Appreciation Letter - Email correspondence dated September 4, 2013 from Sharon Clark thanking all the Supervisors for initiating the Economic Development Strategic Plan for Mono County that was presented in July.
- Supervisor Hunt: Read the last paragraph of this letter, "Thanks for all that you do for Mono County citizens. It is reassuring to witness a governing body that truly serves us. Each of you epitomize a genuine public servant instead of the typical 'politician'."

Board acknowledged receipt of correspondence.

PUBLIC WORKS - ROAD DIVISION

- 11a) Mono City Emergency Access Road Workshop (Jeff Walters) - The community of Mono City has expressed concern over the lack of a safe egress road in the event of a wildfire. In 2010, after receiving Board authorization, Public Works applied to the Bureau of Land Management (BLM) for an Application for Facilities on Federal Land. The BLM has completed an Environmental Assessment through the NEPA process. This data can be used by Mono County to complete the necessary CEQA process.

No Motion Action: Direction to staff: 1) Meet with BLM to review and negotiate the mitigation measures; express the Board's concerns, and investigate the possibility of a phased work plan. 2) Circulate the reclamation plan for CEQA purposes so the Board can take action. 3) Pursue purchase of crash gates. 4) Review the current cost estimates for the project.

- Supervisor Johnston declared that he no longer owns property in this area so does not have a conflict of interest.

Jeff Walters, Public Works, presented the following information:

- The concept for the project dates back to a fire that occurred in 2003.
- Several designs for an emergency access road have been reviewed.
- Caltrans has completed the required reclamation of a pit.
- If the Board authorizes the project, Community Development—Planning will use prior information to move forward with the required environmental document.
- Prior estimate for construction was \$75,000 to \$100,000.
- An engineer will need to verify the route and construction plan.
- There is a sensitive issue with Sage Grouse habitat.
- This road is not intended to become a regular entry/exit road for Mono City.
- Reviewed the required mitigation efforts (information included in agenda packet). Until mitigation efforts are completed and crash gates installed, the boulders blocking the road will not be removed.
- BLM already prepared an environmental assessment (EA) which saves the County money.

Scott Burns, Economic Development, presented the following information:

- Sage grouse mitigation efforts will be required; the measures seem reasonable.
- Since BLM paid for the environmental assessment, they would like some concessions from the County. The environmental report determined there is habitat disturbance, hence the mitigation.
- There is ongoing effort to make the area fire safe by mowing sagebrush.

Note

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- The current dirt road needs to be brought up to a higher standard as an emergency road.
- The County has a role in ensuring restoration of the pit, including the dirt road. This is why BLM has required certain mitigation measures.
- The Mono Basin RPAC discussed a phase-in plan and BLM seemed to be supportive.
- CEQA actions need to be concluded before the County can act.

Larry Primosch, BLM, presented the following information:

- The proposal was brought to the Board in 2010.
- After analyzing alternatives and holding public meetings, BLM selected the fire station alternative.
- The road right-of-way document is ready for the County's signature. BLM cannot issue a decision until the document is signed and returned, after which time there will be a 30-day appeal process.
- The idea was that the road would be adequate if improved, including some new construction; the EA talks about an improved road to be used for emergency access.
- Primosch talked about 1) the issue with the boulders and break-away gates; 2) mitigation requirements and the possibility of phasing the work; 3) uncertainty about negotiating changes to the mitigation requirements.

Public Comments

- **Tim Hansen:** Reviewed the situation with the boulders blocking the access road; talked about prior engineering estimates and break-away gates; said the County has equipment and can do the work; there have been several meetings about this issue; environmental work has been completed; talked about opposition and possible solutions. The project needs to move forward.
- **Judy Goldberg:** Briefly reviewed the history of first responders' concerns about lack of a second access for Mono City.
- **Katie Bellomo:** The RPAC has been reviewing this issue for several years. Reviewed the history of the community and how needs have changed. The EA includes a history of fire and fire behavior in Mono Basin. Reviewed the nature of the fire that occurred in 2003 causing alarm about having an emergency exit. BLM attended last week's RPAC meeting; boulders can't be removed until mitigation of short connecting roads is completed and crash gates are installed. Showed photos of the proposed exit that is blocked with boulders. The project should proceed in a phased way. Prior engineering work and estimates may be a slightly different since the current project includes mitigation measures. The proposed road is most desirable because it is an existing road. The community must have this secondary exit road.
- **Deanna Dulen:** The purpose of the road needs to be clarified—it is an emergency road and not a secondary access. There needs to be a comprehensive emergency plan for Mono City; it is imperative to manage an emergency. Reviewed a copy of a map showing the proposed route with gates.
- **Molly DesBaillets:** Appreciates efforts to have this access available. Supports the development of an emergency plan. Would like to move forward with the chosen route, which has been discussed extensively in community meetings. Regarding funding, Mono City Fire may be able to partner with the County.
- **Randy DesBaillets** (via telephone message): The community needs the road and the Fire District supports it.

Board Discussion

- **Supervisor Fesko:** Concerned about BLM mitigation requirements; seems to be work they want completed at County expense. Does not support mitigation measure #1 to rehab ½ acre of dirt roads, or measure #3 to remove the old road base in the eastern most pit since this does not impact the County road.
- **Supervisor Stump:** Concurred with Fesko. Suggested taking immediate action by

Note

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

removing the boulders and installing crash gates, and then working on the other issues. The area has been made less safe with boulders blocking the road. Pointed out that the fire path is the same as the proposed emergency road. No emergency access will be ideal, it is only one tactic. Another tactic is to develop a shelter and place zone. The mitigation requirements are onerous; BLM already mows sage grouse habitat for fire safe reasons. The County will be agreeing to all the mitigation requirements if it signs the right-of-way agreement. This project needs to move forward.

- **Supervisor Hunt:** BLM should be reminded that this is a safety project. Staff should contact the BLM field manager to discuss how the County can phase the mitigation measures over time. Would like to hear about alternatives to the proposed road, and establishing a safe area around the fire house.
- **Supervisor Johnston:** Suggested resolving the issue with the boulders, negotiating costs, phasing the project, and considering an emergency access from 395. This road project is as beneficial for BLM as it is for the County, so the project should be a collaborative effort. If BLM authorizes the right of way, the County can move forward.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

**ADJOURN TO CLOSED SESSION UPON
COMPLETION OF REGULAR AGENDA**

ADJOURN: 2:05 p.m.

Adjourned in honor of 12 people murdered on Monday, September 16, in Washington, D.C.

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	October 1, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	CSA #5 Budget Amendment		

AGENDA DESCRIPTION:

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

Budget amendment to allocate up to \$7,500 of CSA #5 funds for miscellaneous small projects approved by the CSA#5 Administrative Board during the 13/14 fiscal year.

RECOMMENDED ACTION:

Approve budget amendment to increase expenditures and decrease contingencies in the CSA #5 budget by \$7,500.

FISCAL IMPACT:

This is a balanced budget amendment with no immediate fiscal impact. However, it authorizes an additional \$7,500 of CSA#5 funds to be spent during the 13/14 fiscal year. (4/5ths vote required).

CONTACT NAME: Leslie Chapman/Steve Noble

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

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

SEND COPIES TO:

Steve Noble, Chairperson
CSA #5

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [CSA #5 Budget Amendment](#)
- [CSA #5 Board Minutes 9-5-13](#)

History

Time	Who	Approval
9/19/2013 10:45 AM	County Administrative Office	Yes
9/24/2013 3:28 PM	County Counsel	Yes
9/19/2013 9:42 AM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

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

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

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: October 1, 2013

Re: CSA #5 Budget Amendment

Recommendation:

Approve CSA #5's request to amend the 13/14 budget by increasing Special Department expense and decreasing Contingencies by \$7,500. During the CSA's September 5th board meeting there was a discussion regarding the lack of discretionary funds in the budget and the resulting inability for the CSA to approve small projects throughout the budget year. As a result, a motion was made to amend the budget.

Fiscal Impact:

There is no impact to the County. The CSA will have the ability to spend an additional \$7,500 during the 13/14 fiscal year.

Minutes

CSA #5 ADMINISTRATIVE BOARD

Thursday, September 5, 2013
Mono County Health/Animal Control Conference Room
199 Twin Lakes Road, Bridgeport

Members present- Steve Noble, Helen Nunn, Don Nunn, Marlys Harper
Others attending - Tim Fesko, Nate Greenberg

1. Meeting was called to order at 5:30 pm
2. Public Comment- Tim Fesko gave update on budget finalization
3. Proposal presented by Nate Greenberg regarding seed money for public WIFI
 - a. Asked CSA#5 to consider adding funds (approximately \$5000 to \$10,000) to County's planned WIFI access around County buildings, to include Bridgeport commercial areas
 - b. Discussion included the following issues: Maintenance, life of devices used, competition with current providers, who would benefit, band width and quality/extent of access
 - c. Consensus of members was to wait for County to install their devices to determine if a larger radius of access would be advantageous, and to whom.
4. Election of officers resulted as follows:
 - a. Steve Noble - Chair
 - b. Helen Nunn - Vice Chair
 - c. Marlys Harper - Secretary
 - d. Don Nunn - Member
 - e. Vacant - Helen will ask prospective candidate
5. Operating procedures were reviewed, tasks were assigned to members, and changes were discussed
 - a. A motion was made by Helen that a discretionary account in the amount of \$7,500 be added to CSA #5 budget, 2nd by Marlys
 - b. Marlys will take request, minutes, and Expenditure Authorization Form to County Finance Director
6. Next meeting - October 2, 2013
7. Meeting was adjourned at 6:50 pm.

AGENDA

CSA #5 ADMINISTRATIVE BOARD

Thursday, September 5, 2013

5:30 pm

Mono County Health Dept/Animal Control Conference Room

199 Twin Lakes Road, Bridgeport

1. Call to Order
2. Public Comment
3. Proposal from Nate Greenberg regarding free public WIFI
4. Election of officers and replacement member for Mary Booher
5. Review of CSA#5 operating procedures
6. Future agenda items



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Community Development - Planning Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appointment of Katy Buell and Judy Curti to the Antelope Valley Regional Planning Advisory Committee		

AGENDA DESCRIPTION:

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

Appointment of Katy Buell and Judy Curti to the Antelope Valley Regional Planning Advisory Committee.

RECOMMENDED ACTION:

Appoint Katy Buell and Judy Curti to the Antelope Valley Regional Planning Advisory Committee (AVRPAC), as recommended by the AVRPAC.

FISCAL IMPACT:

None.

CONTACT NAME: G. Le Francois

PHONE/EMAIL: 924.1810 / glefrancois@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[rpac application](#)

History

Time	Who	Approval
9/16/2013 9:58 AM	County Administrative Office	Yes
9/24/2013 10:49 AM	County Counsel	Yes
9/19/2013 9:39 AM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

October 1, 2013

To: Mono County Board of Supervisors
From: Gerry Le Francois, Principal Planner
Subject: Two appointments to Antelope Valley Regional Planning Advisory Committee (Consent Item)

Action Requested

Consider appointment of Katy Buell and Judy Curti to the Antelope Valley Regional Planning Advisory Committee (AV RPAC), as recommended by AV RPAC.

Fiscal/Mandates Impact

No fiscal impacts are expected.

Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

Discussion

At their September 5 meeting, the AV RPAC recommended that the Board of Supervisors appoint Katy Buell and Judy Curti to the AV RPAC.

New members recommended for appointment: Katy Buell and Judy Curti

Existing members (for information): Term to Expire – Not addressed in By Laws

Dan Anthony
Mike Curti
Tim Fesko
Arden Gerbig
Mark Langner
Don Morris
Orval Mosby
John Vannoy
Bruce Woodworth
Lauretta Cochran
Victoria Victor
Ned Welsh

This item is sponsored by Supervisor Tim Fesko. If you have any questions regarding this item, please contact Gerry Le Francois at 924-1810.

MONO COUNTY
Regional Planning Advisory Committees

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

RPAC MEMBERSHIP APPLICATION

This application is for membership in the following RPAC (choose one):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Antelope Valley | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Paradise/Wheeler Crest |

Name: Katy Buell

Address: 209 Wunderlich Way (PO Box 500)

City/State/Zip: Coleville CA 96107

Phone (day): 530 495 1642 Phone (eve.): SAME

E-mail: ktbuell@hotmail.com

Occupation/Business: retired

Special interests or concerns about the community:

395 Corridor

Trails and accessibility

Maintaining rural nature

Signature Katy Buell Date 5 SEP 2013

MONO COUNTY
Regional Planning Advisory Committees

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

RPAC MEMBERSHIP APPLICATION

This application is for membership in the following RPAC (choose one):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Antelope Valley | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Paradise/Wheeler Crest |

Name: JUDY CURTI
Address: 999 CUNNINGHAM LN
City/State/Zip: COLEVILLE CA 96107
Phone (day): (760) 932-5456 Phone (eve.): (775) 315-3144
E-mail: jcurti@mono.ca.gov
Occupation/Business: COUNTY EMPLOYEE

Special interests or concerns about the community:

I WOULD LIKE TO SEE THE VALLEY
GROW IN A SMART + ECONOMICALLY
BENEFICIAL WAY.

Signature Judy Curti Date 8.14.13



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Letter of Support for AB 744		

AGENDA DESCRIPTION:

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

Proposed letter of support by the Board of Supervisors for Assembly Bill 744 (Dahle), relating to Timber Harvesting Plan (THP) exemptions. A THP exemption is available in current law for harvesting of trees less than 18 inches in stump diameter in most circumstances, and up to 24 inches in special situations for the purpose of reducing fire danger. AB 744 would create a pilot program in the Sierra Nevada and certain other designated counties to simplify forest management practices in the highest risk fire regions by providing an expansion of the current exemption allowing for harvest of trees less than 24 inches in stump diameter.

RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign the proposed letter of support.

FISCAL IMPACT:

None

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:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Letter of Support for AB 744](#)

 [AB 744](#)

History

Time	Who	Approval
9/20/2013 9:11 AM	County Administrative Office	Yes
9/24/2013 3:42 PM	County Counsel	Yes
9/24/2013 2:37 PM	Finance	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

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

October 1, 2013

The Honorable Edmund G. Brown, Jr.
Governor, State of California
State Capitol Building, First Floor
Sacramento, CA 95814

RE: ASSEMBLY BILL 744 (Dahle) – REQUEST FOR SIGNATURE

Dear Governor Brown:

On behalf of Mono County, I am writing to request your signature on Assembly Bill 744, relating to Timber Harvesting Plan (THP) exemptions.

A THP exemption is available in current law for harvesting of trees less than 18 inches in stump diameter in most circumstances, and up to 24 inches in special situations for the purpose of reducing fire danger. AB 744 would create a pilot program in the Sierra Nevada and certain other designated counties to simplify forest management practices in the highest risk fire regions by providing an expansion of the current exemption allowing for harvest of trees less than 24 inches in stump diameter.

Wildfire threats to communities like Tuolumne and Groveland in Tuolumne County and Buck Meadows in Mariposa County, such as those seen during the devastating Rim Fire that continues to rage in federal lands on Yosemite's western boundary, could be mitigated by greater usage of the THP exemption available in current law. Increasing the diameter limit makes doing work under the exemption more cost-effective. This, in turn, increases the likelihood that forestland owners, even smaller ones, will utilize the exemption. Performing this vital vegetation management work will help protect local communities, like those in Mono County, from wildfires burning on poorly managed federal lands. With 94% of Mono County publically owned, much of which is covered with high fuel loads, fuels reduction is a major concern for Mono County and its communities.

AB 744 will assist fire prevention and suppression efforts throughout our county. For the above reasons, Mono County respectfully requests your signature on AB 744. Thank you for your consideration in this matter.

Sincerely,

Byng Hunt, Chair
Mono County Board of Supervisors

cc: The Honorable Brian Dahle
The Honorable Rich Gordon
Cyndi Hillery, Rural County Representatives of California

AMENDED IN SENATE SEPTEMBER 12, 2013

AMENDED IN SENATE SEPTEMBER 11, 2013

AMENDED IN SENATE SEPTEMBER 6, 2013

AMENDED IN ASSEMBLY APRIL 1, 2013

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 744

Introduced by Assembly Members Dahle and Gordon
(Coauthors: Senators Gaines and Nielsen)

February 21, 2013

An act to amend Section 4584 of the Public Resources Code, relating to forest resources.

LEGISLATIVE COUNSEL'S DIGEST

AB 744, as amended, Dahle. Timber harvesting plans: exempt activities.

The Z'berg-Nejedly Forest Practice Act of 1973 prohibits a person from conducting timber operations unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from those provisions of the act a person engaging in specified forest management activities, including, the harvesting of trees, limited to those trees that eliminate the vertical continuity of vegetative fuels and the horizontal continuity of tree crowns, for the purpose of reducing the rate of fire spread, duration and intensity, fuel ignitability, or ignition of tree crowns if the tree harvesting will decrease fuel continuity and increase the quadratic mean diameter of the stand, and the tree harvesting area will not exceed 300 acres. Under existing law, the notice of exemption issued for this exemption, known as the Forest Fire Prevention Exemption, may be authorized only if certain conditions are met, including that only trees less than 18 inches in stump diameter, measured at 8 inches above ground level, may be removed, as provided.

This bill ~~would, until January 1, 2019,~~ *would* provide that an additional notice of exemption, known as the Forest Fire Prevention Pilot Project Exemption, may be authorized if certain conditions are met, including, among others, that only trees less than 24 inches in stump diameter, measured at 8 inches above ground level, may be removed, as provided. *The bill would provide that these provisions shall become inoperative 3 years after the effective date of regulations adopted by the board implementing these provisions.*

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

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

2 (a) It is the intent of the Legislature to establish
3 a five-year pilot project to assess whether increasing the diameter
4 of trees that may be removed pursuant to the existing Forest Fire
5 Prevention Exemption in the Z'berg-Nejedly Forest Practice Act
6 can reduce the risk of catastrophic fire that threatens many
7 communities in the Sierra Nevada while improving the economic
8 use of this exemption for landowners. It is further the intent of the
9 Legislature that the Department of Forestry and Fire Protection
10 maintain adequate records to evaluate this pilot project. It is also
11 the intent of the Legislature that those using this exemption
12 consider the appropriate use of the California Conservation Corps,
13 local conservation corps, and properly supervised inmate fire crews
14 in implementing activities pursuant to this pilot project.

15 (b) It is the intent of the Legislature that the Natural Resources
16 Agency develop a forest restoration and fuels reduction program
17 that utilizes an interagency process to develop regionally
18 appropriate and cost-effective forest restoration prescriptions and
19 permits.

20 SEC. 2.

21 Section 4584 of the *Public Resources Code* is amended
22 to read:

23 4584.

24 Upon determining that the exemption is consistent with
25 the purposes of this chapter, the board may exempt from this
26 chapter, or portions of this chapter, a person engaged in forest
27 management whose activities are limited to any of the following:

28 (a) The cutting or removal of trees for the purpose of
29 constructing or maintaining a right-of-way for utility lines.

30 (b) The planting, growing, nurturing, shaping, shearing, removal,
31 or harvest of immature trees for Christmas trees or other ornamental
32 purposes or minor forest products, including fuelwood.

33 (c) The cutting or removal of dead, dying, or diseased trees of
34 any size.

35 (d) Site preparation.

36 (e) Maintenance of drainage facilities and soil stabilization
37 treatments.

38 (f) Timber operations on land managed by the Department of
39 Parks and Recreation.

40 (g) (1) The one-time conversion of less than three acres to a
41 nontimber use. A person, whether acting as an individual or as a
42 member of a partnership, or as an officer or employee of a
43 corporation or other legal entity, shall not obtain more than one
44 exemption pursuant to this subdivision in a five-year period. If a
45 partnership has as a member, or if a corporation or other legal
46 entity has as an officer or employee, a person who has received
47 this exemption within the past five years, whether as an individual
48 or as a member of a partnership, or as an officer or employee of a
49 corporation or other legal entity, then that partnership, corporation,
50 or other legal entity is not eligible for this exemption. "Person,"
51 for purposes of this subdivision, means an individual, partnership,
52 corporation, or other legal entity.

53 (2) (A) Notwithstanding Section 4554.5, the board shall adopt
54 regulations that do all of the following:

55 (i) Identify the required documentation of a bona fide intent to
56 complete the conversion that an applicant will need to submit in
57 order to be eligible for the exemption in paragraph (1).

33 (ii) Authorize the department to inspect the sites approved in
34 conversion applications that have been approved on or after January
35 1, 2002, in order to determine that the conversion was completed
36 within the two-year period described in subparagraph (B) of
37 paragraph (2) of subdivision (a) of Section 1104.1 of Title 14 of
38 the California Code of Regulations.

39 (iii) Require the exemption pursuant to this subdivision to expire
40 if there is a change in timberland ownership. The person who
P4 1 originally submitted an application for an exemption pursuant to
2 this subdivision shall notify the department of a change in
3 timberland ownership on or before five calendar days after a change
4 in ownership.

5 (iv) The board may adopt regulations allowing a waiver of the
6 five-year limitation described in paragraph (1) upon finding that
7 the imposition of the five-year limitation would impose an undue
8 hardship on the applicant for the exemption. The board may adopt
9 a process for an appeal of a denial of a waiver.

10 (B) The application form for the exemption pursuant to
11 paragraph (1) shall prominently advise the public that a violation
12 of the conversion exemption, including a conversion applied for
13 in the name of someone other than the person or entity
14 implementing the conversion in bona fide good faith, is a violation
15 of this chapter and penalties may accrue up to ten thousand dollars
16 (\$10,000) for each violation pursuant to Article 8 (commencing
17 with Section 4601).

18 (h) Easements granted by a right-of-way construction agreement
19 administered by the federal government if timber sales and
20 operations within or affecting these areas are reviewed and
21 conducted pursuant to the National Environmental Policy Act of
22 1969 (42 U.S.C. Sec. 4321 et seq.).

23 (i) (1) The cutting or removal of trees in compliance with
24 Sections 4290 and 4291 that eliminates the vertical continuity of
25 vegetative fuels and the horizontal continuity of tree crowns for
26 the purpose of reducing flammable materials and maintaining a
27 fuel break for a distance of not more than 150 feet on each side
28 from an approved and legally permitted structure that complies
29 with the California Building Standards Code, when that cutting or
30 removal is conducted in compliance with this subdivision. For
31 purposes of this subdivision, an "approved and legally permitted
32 structure" includes only structures that are designed for human
33 occupancy and garages, barns, stables, and structures used to
34 enclose fuel tanks.

35 (2) (A) The cutting or removal of trees pursuant to this
36 subdivision is limited to cutting or removal that will result in a
37 reduction in the rate of fire spread, fire duration and intensity, fuel
38 ignitability, or ignition of the tree crowns and shall be in
39 accordance with any regulations adopted by the board pursuant to
40 this section.

P5 1 (B) Trees shall not be cut or removed pursuant to this
2 subdivision by the clearcutting regeneration method, by the seed
3 tree removal step of the seed tree regeneration method, or by the
4 shelterwood removal step of the shelterwood regeneration method.

5 (3) (A) Surface fuels, including logging slash and debris, low
6 brush, and deadwood, that could promote the spread of wildfire
7 shall be chipped, burned, or otherwise removed from all areas of
8 timber operations within 45 days from the date of commencement

9 of timber operations pursuant to this subdivision.

10 (B) (i) All surface fuels that are not chipped, burned, or
11 otherwise removed from all areas of timber operations within 45
12 days from the date of commencement of timber operations may
13 be determined to be a nuisance and subject to abatement by the
14 department or the city or county having jurisdiction.

15 (ii) The costs incurred by the department, city, or county, as the
16 case may be, to abate the nuisance upon a parcel of land subject
17 to the timber operations, including, but not limited to, investigation,
18 boundary determination, measurement, and other related costs,
19 may be recovered by special assessment and lien against the parcel
20 of land by the department, city, or county. The assessment may
21 be collected at the same time and in the same manner as ordinary
22 ad valorem taxes, and shall be subject to the same penalties and
23 the same procedure and sale in case of delinquency as is provided
24 for ad valorem taxes.

25 (4) All timber operations conducted pursuant to this subdivision
26 shall conform to applicable city or county general plans, city or
27 county implementing ordinances, and city or county zoning
28 ordinances. This paragraph does not authorize the cutting, removal,
29 or sale of timber or other solid wood forest products within an area
30 where timber harvesting is prohibited or otherwise restricted
31 pursuant to the rules or regulations adopted by the board.

32 (5) (A) The board shall adopt regulations, initially as emergency
33 regulations in accordance with subparagraph (B), that the board
34 considers necessary to implement and to obtain compliance with
35 this subdivision.

36 (B) The emergency regulations adopted pursuant to
37 subparagraph (A) shall be adopted in accordance with the
38 Administrative Procedure Act (Chapter 3.5 (commencing with
39 Section 11340) of Part 1 of Division 3 of Title 2 of the Government
40 Code). The adoption of emergency regulations shall be deemed to
P6 1 be an emergency and necessary for the immediate preservation of
2 the public peace, health, and safety, or general welfare.

3 (j) (1) The harvesting of trees, limited to those trees that
4 eliminate the vertical continuity of vegetative fuels and the
5 horizontal continuity of tree crowns, for the purpose of reducing
6 the rate of fire spread, duration and intensity, fuel ignitability, or
7 ignition of tree crowns.

8 (2) The board may authorize an exemption pursuant to paragraph
9 (1) only if the tree harvesting will decrease fuel continuity and
10 increase the quadratic mean diameter of the stand, and the tree
11 harvesting area will not exceed 300 acres.

12 (3) Except as provided in paragraph (11), the notice of
13 exemption, which shall be known as the Forest Fire Prevention
14 Exemption, may be authorized only if all of the conditions specified
15 in paragraphs (4) to (10), inclusive, are met.

16 (4) A registered professional forester shall prepare the notice
17 of exemption and submit it to the director, and include a map of
18 the area of timber operations that complies with the requirements
19 of paragraphs (1), (3), (4), and (7) to (12), inclusive, of subdivision
20 (x) of Section 1034 of Title 14 of the California Code of
21 Regulations.

22 (5) (A) The registered professional forester who submits the
23 notice of exemption shall include a description of the preharvest
24 stand structure and a statement of the postharvest stand stocking

25 levels.

26 (B) The level of residual stocking shall be consistent with
27 maximum sustained production of high-quality timber products.
28 The residual stand shall consist primarily of healthy and vigorous
29 dominant and codominant trees from the preharvest stand. Stocking
30 shall not be reduced below the standards required by any of the
31 following provisions that apply to the exemption at issue:

32 (i) Clauses 1 to 4, inclusive, of subparagraph (A) of paragraph
33 (1) of subdivision (a) of Section 913.3 of Title 14 of the California
34 Code of Regulations.

35 (ii) Clauses 1 to 4, inclusive, of subparagraph (A) of paragraph
36 (1) of subdivision (a) of Section 933.3 of Title 14 of the California
37 Code of Regulations.

38 (iii) Clauses 1 to 4, inclusive, of subparagraph (A) of paragraph
39 (1) of subdivision (a) of Section 953.3 of Title 14 of the California
40 Code of Regulations.

P7 1 (C) If the preharvest dominant and codominant crown canopy
2 is occupied by trees less than 14 inches in diameter at breast height,
3 a minimum of 100 trees over four inches in diameter at breast
4 height shall be retained per acre for Site I, II, and III lands, and a
5 minimum of 75 trees over four inches in diameter at breast height
6 shall be retained per acre for Site IV and V lands.

7 (6) (A) The registered professional forester who submits the
8 notice shall include selection criteria for the trees to be harvested
9 or the trees to be retained. In the development of fuel reduction
10 prescriptions, the registered professional forester should consider
11 retaining habitat elements, where feasible, including, but not
12 limited to, ground level cover necessary for the long-term
13 management of local wildlife populations.

14 (B) All trees that are harvested or all trees that are retained shall
15 be marked or sample marked by or under the supervision of a
16 registered professional forester before felling operations begin.
17 The board shall adopt regulations for sample marking for this
18 section in Title 14 of the California Code of Regulations. Sample
19 marking shall be limited to homogenous forest stand conditions
20 typical of plantations.

21 (7) (A) The registered professional forester submitting the
22 notice, upon submission of the notice, shall provide a confidential
23 archaeology letter that includes all the information required by
24 any of the following provisions that apply to the exemption at
25 issue:

26 (i) Paragraphs (2) and (7) to (11), inclusive, of subdivision (c)
27 of Section 929.1 of Title 14 of the California Code of Regulations,
28 and include site records if required pursuant to subdivision (g) of
29 that section or pursuant to Section 929.5 of Title 14 of the
30 California Code of Regulations.

31 (ii) Paragraphs (2) and (7) to (11), inclusive, of subdivision (c)
32 of Section 949.1 of Title 14 of the California Code of Regulations,
33 and include site records if required pursuant to subdivision (g) of
34 that section or pursuant to Section 949.5 of Title 14 of the
35 California Code of Regulations.

36 (iii) Paragraphs (2) and (7) to (11), inclusive, of subdivision (c)
37 of Section 969.1 of Title 14 of the California Code of Regulations,
38 and include site records if required pursuant to subdivision (g) of
39 that section or pursuant to Section 969.5 of Title 14 of the
40 California Code of Regulations.

P8 1 (B) The director shall submit a complete copy of the confidential
2 archaeological letter and two copies of all required archaeological
3 or historical site records to the appropriate Information Center of
4 the California Historical Resource Information System within 30
5 days from the date of notice submittal to the director. Before
6 submitting the notice to the director, the registered professional
7 forester shall send a copy of the notice to Native Americans, as
8 defined in Section 895.1 of Title 14 of the California Code of
9 Regulations.

10 (8) Only trees less than 18 inches in stump diameter, measured
11 at eight inches above ground level, may be removed. However,
12 within 500 feet of a legally permitted structure, or in an area
13 prioritized as a shaded fuel break in a community wildfire
14 protection plan approved by a public fire agency, if the goal of
15 fuel reduction cannot be achieved by removing trees less than 18
16 inches in stump diameter, trees less than 24 inches in stump
17 diameter may be removed if that removal complies with this section
18 and is necessary to achieve the goal of fuel reduction. A fuel
19 reduction effort shall not violate the canopy closure regulations
20 adopted by the board on June 10, 2004, and as those regulations
21 may be amended.

22 (9) (A) This subparagraph applies to areas within 500 feet of
23 a legally permitted structure and in areas prioritized as a shaded
24 fuel break in a community wildfire protection plan approved by a
25 public fire agency. The board shall adopt regulations for the
26 treatment of surface and ladder fuels in the harvest area, including
27 logging slash and debris, low brush, small trees, and deadwood,
28 that could promote the spread of wildfire. The regulations adopted
29 by the board shall be consistent with the standards in the board's
30 "General Guidelines for Creating Defensible Space" described in
31 Section 1299.03 of Title 14 of the California Code of Regulations.
32 Postharvest standards shall include vertical spacing between fuels,
33 horizontal spacing between fuels, maximum depth of dead ground
34 surface fuels, and treatment of standing dead fuels, as follows:

35 (i) Ladder and surface fuels shall be spaced to achieve a vertical
36 clearance distance of eight feet or three times the height of the
37 postharvest fuels, whichever is the greater distance, measured from
38 the base of the live crown of the postharvest dominant and
39 codominant trees to the top of the surface fuels.

P9 1 (ii) Horizontal spacing shall achieve a minimum separation of
2 two to six times the height of the postharvest fuels, increasing
3 spacing with increasing slope, measured from the outside branch
4 edges of the fuels.

5 (iii) Dead surface fuel depth shall be less than nine inches.

6 (iv) Standing dead or dying trees and brush generally shall be
7 removed. That material, along with live vegetation associated with
8 the dead vegetation, may be retained for wildlife habitat when
9 isolated from other vegetation.

10 (B) This subparagraph applies to all areas not described in
11 subparagraph (A).

12 (i) The postharvest stand shall not contain more than 200 trees
13 over three inches in diameter per acre.

14 (ii) Vertical spacing shall be achieved by treating dead fuels to
15 a minimum clearance distance of eight feet measured from the
16 base of the live crown of the postharvest dominant and codominant
17 trees to the top of the dead surface fuels.

18 (iii) All logging slash created by the timber operations shall be
19 treated to achieve a maximum postharvest depth of nine inches
20 above the ground.

21 (C) The standards required by subparagraphs (A) and (B) shall
22 be achieved on approximately 80 percent of the treated area. The
23 treatment shall include chipping, removing, or other methods
24 necessary to achieve the standards. Ladder and surface fuel
25 treatments, for any portion of the exemption area where timber
26 operations have occurred, shall be done within 120 days from the
27 start of timber operations on that portion of the exemption area or
28 by April 1 of the year following surface fuel creation on that
29 portion of the exemption area if the surface fuels are burned.

30 (10) Timber operations shall comply with the requirements of
31 paragraphs (1) to (10), inclusive, of subdivision (b) of Section
32 1038 of Title 14 of the California Code of Regulations. Timber
33 operations in the Lake Tahoe region shall comply instead with the
34 requirements of paragraphs (1) to (16), inclusive, of subdivision
35 (f) of Section 1038 of Title 14 of the California Code of
36 Regulations.

37 (11) A notice of exemption, which shall be known as the Forest
38 Fire Prevention Pilot Project Exemption, may be authorized if all
39 of the following conditions are met:

P10 1 (A) The conditions specified in paragraphs (2), (4), (6), (7), and
2 (10) are met.

3 (B) Only trees less than 24 inches in stump diameter, measured
4 at eight inches above ground level, may be removed. A fuel
5 reduction effort shall not violate the canopy closure regulations
6 adopted by the board on June 10, 2004, and as those regulations
7 may be amended.

8 (C) (i) The registered professional forester who submits the
9 notice of exemption shall include a description of the preharvest
10 stand structure and a statement of the postharvest stand stocking
11 levels.

12 (ii) The level of residual stocking shall be consistent with
13 maximum sustained production of high-quality timber products.
14 The residual stand shall consist primarily of healthy and vigorous
15 dominant and codominant trees from the preharvest stand. Where
16 present prior to operations, the overstory canopy closure for trees
17 greater than 12 inches in diameter at breast height shall not be
18 reduced below 50 percent. Stocking shall be met with the largest
19 trees available prior to harvest and shall not be reduced below the
20 standards required by any of the following provisions that apply
21 to the exemption at issue:

22 (I) Clauses 1 to 4, inclusive, of subparagraph (A) of paragraph
23 (1) of subdivision (a) of Section 913.3 of Title 14 of the California
24 Code of Regulations.

25 (II) Clauses 1 to 4, inclusive, of subparagraph (A) of paragraph
26 (1) of subdivision (a) of Section 933.3 of Title 14 of the California
27 Code of Regulations.

28 (III) Clauses 1 to 4, inclusive, of subparagraph (A) of paragraph
29 (1) of subdivision (a) of Section 953.3 of Title 14 of the California
30 Code of Regulations.

31 (iii) If the preharvest dominant and codominant crown canopy
32 is occupied by trees less than 14 inches in diameter at breast height,
33 a minimum of 100 trees over four inches in diameter at breast
34 height shall be retained per acre for Site I, II, and III lands, and a

35 minimum of 75 trees over four inches in diameter at breast height
36 shall be retained per acre for Site IV and V lands. The retained
37 trees shall be the largest trees available prior to harvest.

38 (D) The activities conducted pursuant to this paragraph occur
39 in the Sierra Nevada Region as defined in subdivision (f) of Section
P11 1 33302, in Modoc, Siskiyou, or Trinity Counties, or in any
2 combination of these areas.

3 (E) All activities conducted pursuant to this paragraph occur
4 within the most recent version of the department's Fire Hazard
5 Severity Zone Map in the *moderate, high, and very high, and*
6 ~~extreme high~~ fire threat zones.

7 (F) *The department shall maintain records regarding the use*
8 *of the exemption granted in this paragraph in order to evaluate*
9 *the impact of the exemption on fuel reduction and natural resources*
10 *in areas where the exemption has been used.*

11 ~~(F)~~

12 (G) This paragraph shall become inoperative ~~on January 1, 2019.~~
13 *three years after the effective date of regulations adopted by the*
14 *board implementing this paragraph.*

15 (12) After the timber operations are complete, the department
16 shall conduct an onsite inspection to determine compliance with
17 this subdivision and whether appropriate enforcement action should
18 be initiated.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Public Works - Solid Waste Division
ADDITIONAL DEPARTMENTS	Code Compliance		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Waiver of Gate Fees for Fire Debris at 15 White Mtn Road		

AGENDA DESCRIPTION:

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

Proposed resolution waiving gate fees at Benton Crossing Landfill for debris from a house fire in Chalfant to assist in abatement of a public nuisance. (This item was requested by Supervisor Stump.)

RECOMMENDED ACTION:

Adopt proposed resolution #R13-_____, waiving gate fees at Benton Crossing Landfill for debris from a house fire in Chalfant to assist in abatement of a public nuisance.

FISCAL IMPACT:

Unknown, but could be up to \$1,000 in lost gate fee revenue.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / 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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[Fee waiver staff](#)

[fee waiver resolution](#)

History

Time	Who	Approval
9/26/2013 8:34 AM	County Administrative Office	Yes
9/25/2013 11:15 AM	County Counsel	Yes
9/25/2013 12:52 PM	Finance	Yes



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

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: October 1, 2013
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Waiver of dump fees for fire cleanup

Recommended Action:

Consider waiver of dump fees and if Board desires, approve Resolution.

Fiscal Impact:

Unknown, potentially as much as \$1,000 in lost gate fee revenue

Discussion:

On September 4, 2013 there was a mobile home that burned down in the community of Chalfant at 15 White Mountain Road. The home was destroyed, and now needs to be removed from the site and disposed of. The property owner did not possess insurance for the fire and has not otherwise been able to remove the debris. The continuing presence of the debris on the site constitutes a public nuisance. A community member contacted the County to inquire whether the fees could be waived, so they could assist the cleanup effort but would not incur expenses at the dump.

Waiving the fees would serve the public purposes of promoting abatement of a public nuisance, and the proposed resolution includes a finding to that effect.

If you have any questions regarding this item, please contact me at 932-5453.

Respectfully submitted,

Tony Dublino
Solid Waste Superintendent

Attachments: Draft Resolution



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**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
WAIVING GATE FEES AT BENTON CROSSING LANDFILL
FOR DEBRIS FROM A HOUSE FIRE IN CHALFANT
TO ASSIST IN ABATEMENT OF A PUBLIC NUISANCE**

WHEREAS, on September 4, 2013 a mobile home burned in the community of Chalfant, at 15 Mountain Road; and,

WHEREAS, the homeowner did not possess insurance and is not able to clean the property in an expedient manner; and,

WHEREAS, debris from the fire is still present on the property, causing odors and otherwise constituting a public nuisance for the surrounding community, which will continue if not abated;

WHEREAS, members of the community willing to provide assistance in the cleanup and abate the nuisance if associated dump fees can be waived; and

WHEREAS, the Board finds and determine that such a fee waiver would promote the public purpose of promptly abating a public nuisance.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES: gate fees associated with cleanup of the burned mobile home at 15 White Mountain Road in Chalfant will be waived. Efforts will be taken by Solid Waste Division staff to ensure that fees are waived only for debris from the site in question.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2013, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Byng Hunt, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Mono Basin RPAC Letter of Thanks		

AGENDA DESCRIPTION:

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

Correspondence from Bartshe Miller of the Mono Basin RPAC dated September 17, 2013 thanking Garrett Higerd and the Public Works Department for their facilitation and coordination of the Lee Vining Streets Rehab Project.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Mono RPAC](#)

History

Time	Who	Approval
9/18/2013 2:10 PM	Clerk of the Board	Yes

MONO BASIN

Regional Planning Advisory Committee

September 17, 2013

Garrett Higerd, P.E.
Senior Engineer
Mono County Public Works
PO Box 457
Bridgeport, CA 93517

Dear Mr. Higerd:

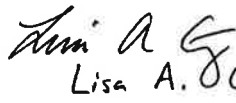
The Mono Basin Regional Planning Advisory Committee would like to extend our sincere appreciation and gratitude for your facilitation and coordination of the recently completed Lee Vining Streets Rehabilitation Project.

The project, which began in May and concluded in August, has transformed the town of Lee Vining by adding new curb and gutters, sidewalks, pedestrian ramps, drainage facilities, and repaving our streets. Any project of this magnitude in Lee Vining is sure to have an impact, but your coordination with the contractor and your extensive communications with the businesses and residents of Lee Vining helped to smooth out the challenges that were inevitable. The contractor worked swiftly and efficiently, minimizing adverse effects on our summer visitors.

And now we are left with a community and a town that is easier for visitors to navigate and explore; a drainage system that will handle storm water runoff; and newly paved streets which look great!

On behalf of the members of the Mono Basin Regional Planning Committee, the residents of Lee Vining, and all of those who visit and support our town economy – thank you. Your attention to the details of this project and ability to work with the contractor to efficiently complete the Lee Vining Streets Rehabilitation Project is very much appreciated.

Sincerely,


Lisa A. Cutting for Bartshe Miller

Bartshe Miller
Mono Basin Regional Planning Advisory Committee, Chair

CC: Mono County Board of Supervisors
Mr. Jeff Walters, Mono County Public Works



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Alice Suszynski Correspondence Regarding June Mountain		

AGENDA DESCRIPTION:

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

Email correspondence from Alice Suszynski dated September 21, 2013 regarding progress with June Mountain and outstanding issues needing to be addressed.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Suszynski](#)

History

Time	Who	Approval
9/23/2013 9:16 AM	Clerk of the Board	Yes

Shannon Kendall

To: Lynda Roberts
Subject: RE: June Mountain

From: ed&alice [<mailto:aesuszynski@npgcable.com>]
Sent: Saturday, September 21, 2013 9:18 AM
To: Larry Johnston; Byng Hunt; Tim Fesko; Tim Alpers; Fred Stump; Lynda Roberts
Subject: June Mountain

September 21, 2013

Dear Mono County Board of Supervisors,

You may be aware that the Committee for a Viable June Mountain met with Congressman Paul Cook early this month when he was in Bishop. At the meeting he reiterated his stand that HR 1241 was on hold until the concerns of the June Lake community are addressed. It was nice to know that he cares about what we are saying.

At this point we believe there are still some outstanding issues we would like your board to address.

- 1) Have you received the list of capital improvements MMSA plans which Fred Stump requested?
- 2) Have the monthly meetings with MMSA requested by Bing Hunt taken place?
- 3) Are you aware that at the September CAC meeting Carl Williams said that MMSA barely had enough money to open June Mountain and that they currently had no budget for advertising? This seems counter to what was promised in April.
- 4) Supervisor Alpers told us that he would be drafting a letter to MMSA regarding the status of plans for June Mountain. Has this letter been finalized?

As you can see we are very interested in following the progress MMSA is making in fulfilling the promises which were made in April. To that end we are having a strategy meeting in October to make plans for future action items. Let us know if you would like to attend.

Sincerely,

Alice Suszynski

Committee for a Viable June Mountain.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	California Water Boards, State Water Resources Control Board		

AGENDA DESCRIPTION:

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

Correspondence from Katherine Mrowka, Division of Water Rights (State Water Resources Control Board) regarding Walker River Irrigation District's Petitions for Temporary Transfer and Change Involving Right's Established Under the Walker River Decree, Case No. C-125.

RECOMMENDED ACTION:

FISCAL IMPACT:

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Water Resources Letter](#)

History

Time	Who	Approval
9/17/2013 2:17 PM	Clerk of the Board	Yes



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

AUG 28 2013

In Reply Refer to:
KMG:A002221, A001389

To: Attached Mailing List

WALKER RIVER IRRIGATION DISTRICT'S PETITIONS FOR TEMPORARY TRANSFER AND CHANGE INVOLVING RIGHTS ESTABLISHED UNDER THE WALKER RIVER DECREE, CASE NO. C-125

This letter provides a further update¹ on the status of the Walker River Irrigation District's (WRID) petitions for proposed temporary transfer and change under Licenses 6000 and 9407, which were filed pursuant to California Water Code section 1725 et seq. and section 1707. On March 13, 2013, the State Water Resources Control Board (State Water Board), Division of Water Rights (Division) issued public notice of WRID's petitions. In addition, notice of the change petitions was provided by newspaper publication.

The Division received nine comment letters regarding WRID's petitions. In order that all relevant information is considered prior to the State Water Board making a final determination regarding the petitions, the Division requested WRID to respond to the comment letters. WRID was to provide the Division with its responses to the comments by August 30, 2013; however, on August 26, 2013, WRID requested an extension until October 18, 2013 to provide its responses to the Division. The Division has approved WRID's extension request.

WRID's responses will be provided to the commenters. The State Water Board will render its decision on the change petitions within 30 days after receiving WRID's responses.

Should you have any questions regarding this matter, please contact Kate Gaffney at (916) 341-5360 or by e-mail at kgaffney@waterboards.ca.gov. Written correspondences or inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Kate Gaffney, P.O. Box 2000, Sacramento, CA 95812-2000.

Sincerely,

A handwritten signature in black ink that reads "Katherine Mrowka".

Katherine Mrowka, Senior
Inland Streams Unit
Division of Water Rights

¹ The Division originally provided an update on the status of the petitions by letter dated May 24, 2013.

AUG 28 2013

Mailing List

United States Board of Water
Commissioners
c/o Karen A. Peterson, Esq.
Allison, Mackenzie, Pavlakis
Wright & Fagan, Ltd.
402 N. Division St.
P.O. Box 646
Carson City, NV 89702

Walker River Irrigation District
c/o Darren Cordova
MBK Engineers
1771 Tribute Road Suite A
Sacramento, CA 95815

Walker River Irrigation District
Post Office Box 820
Yerington, NV 89447

Erin K.L. Mahaney, Esq.
Office of Chief Counsel
State Water Resources
Control Board
1001 I Street, 22nd Floor
Sacramento, CA 95814

Jason King, P.E.
State Engineer
Division of Water Resources
State of Nevada
901 S. Stewart St., Ste. 2002
Carson City, NV 89701

Dwain Chichester, President
Antelope Valley Mutual Water Company
P.O. Box 43
Topaz, CA 96133

Richard B. Nuti, President
Six-N-Ranch, Inc.
P.O. Box 49
Smith, NV 89430

Peter A. Fenili
Fenili Family Trust
P.O. Box 3
Smith, NV 89430

National Fish & Wildlife Foundation
c/o Don Springmeyer, Esq.
Christopher W. Mixson, Esq.
Wolf, Rifkin, Shapiro, Schulman & Rabkin,
LLP
3556 E. Russell Road, 2nd Floor
Las Vegas, NV 89120-2234

David Yardas, Director
Walker Basin Restoration Program
113315th Street N.W., Suite 1100
Washington, D.C. 20005

Gary Garms
P.O. Box 170
Smith, NV 89430

Stacy Simon
Assistant County Counsel
Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

Walker River Paiute Tribe
c/o Dwight L. Smith
InterFlow Hydrology, Inc.
P.O. Box 1482
Truckee, CA 96161

Kimberly Nicol
Regional Manager
Department of Fish and Wildlife
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764

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FISH & WILDLIFE
DIVISION



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes (5 minute presentation, 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Susi Bains, Wild Iris
SUBJECT	Domestic Violence Awareness Month		

AGENDA DESCRIPTION:

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

Proclamation designating October 2013 as Domestic Violence Awareness Month. This item is being sponsored by Chairman Hunt.

RECOMMENDED ACTION:

Approve proclamation.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[DV Proclamation](#)

History

Time

Who

Approval

9/16/2013 9:59 AM	County Administrative Office	Yes
9/24/2013 10:28 AM	County Counsel	Yes
8/27/2013 1:29 PM	Finance	Yes

**A PROCLAMATION OF THE MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, the family is the base of a safe and healthy community; and

WHEREAS, the Mono County Board of Supervisors continues to consider the safety and health of their residents of the utmost importance; and

WHEREAS, the physical, financial and psychological impact of domestic violence has devastating, long term effects of our neighbors and community; and

WHEREAS, the epidemic of domestic violence affects all citizens of Mono County, crossing all social, economic, religious, ethnic, geographic, and racial groups; and

WHEREAS, Domestic violence is a serious problem in Mono County, where in Fiscal Year 2012/13, 112 new Mono County victims of domestic violence received services;

WHEREAS, when even one man, woman, or child is hurt at the hands of someone they trust, it is one too many; and

WHEREAS, it is our responsibility to treat victims of domestic violence with dignity, compassion, and respect;

NOW, THEREFORE, BE IT RESOLVED In recognition of the impact that domestic violence has on the health and well being of our community, let it be resolved that the Mono County Board of Supervisors proclaims October 2013 as Domestic Violence Awareness Month.

BE IF FURTHER RESOLVED that we reaffirm the commitment of the Mono County Board of Supervisors to take a stand against domestic violence. In the spirit of those who we have honored today, we urge all citizens and employees to engage the resources necessary to protect victims of domestic violence and their families. Citizens should commit to becoming familiar with the resources and programs available. This month let us remember the victims of domestic violence, celebrate those who chose to take a stand, and work together to eliminate violence in our families, homes and community.

APPROVED AND ADOPTED this 1ST day of October, 2013, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Timothy Fesko, Supervisor District #4

Fred Stump, Supervisor District #2

Byng Hunt, Supervisor District #5

Tim Alpers, Supervisor District #3



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes (5 minute presentation, 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Susi Bains (Wild Iris)
SUBJECT	Recognition of Individuals for Work Done on Behalf of Domestic Violence Victims		

AGENDA DESCRIPTION:

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

Wild Iris would like to honor two local employees: Asst. District Attorney Todd Graham and Deputy Marty Thompson for their outstanding work on behalf of victims of domestic violence. This item is being sponsored by Chairman Hunt.

RECOMMENDED ACTION:

Present Plaques from Wild Iris to Assistant District Attorney Todd Graham and Deputy Marty Thompson. Wild Iris has requested that the presentation of plaques be from the Mono County Board of Supervisors.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[DV presentation of plaques](#)

History

Time	Who	Approval
9/16/2013 10:00 AM	County Administrative Office	Yes
9/24/2013 10:29 AM	County Counsel	Yes
8/27/2013 1:33 PM	Finance	Yes



wild iris

FAMILY COUNSELING & CRISIS CENTER

www.wild-iris.org

To: Honorable Board of Supervisors

From: Susi Bains, Director of Programs, Wild Iris Family Counseling & Crisis Center

Date: August 22, 2013

Subject

Request to honor/recognize Assistant District Attorney Todd Graham and Deputy Marty Thompson of Mono County Sheriff's Department.

Recommendation

Recognize the excellent work that Assistant District Attorney Todd Graham and Deputy Marty Thompson of Mono County Sheriff's Department have done on behalf of victims of domestic violence in Mono County.

Discussion

Assistant District Attorney Todd Graham has been instrumental in diligently prosecuting domestic violence cases, even with reluctant victims or victims that do not want to participate. Even though prosecution is his job, Todd shows a tremendous amount of compassion and respect for the victims that he deals with, and has a strong knowledge about the impact that domestic violence has on its victims. Todd's insight and perception has resulted in many victims seeing their abusers brought to justice, which has empowered them to move from being a victim to being a survivor. Many have returned months later to say that his assistance and compassion helped them to have hope of moving forward to a life without violence.

A call from a Wild Iris client alerted us to assistance from Deputy Marty Johnson that was over and above the call of duty. Deputy Johnson personally accompanied the client back to her home after a particularly abusive domestic violence incident so as to ensure her safety. Deputy Johnson later advocated for the client with his superior when no arrest was made. Deputy Johnson even helped the client move boxes of personal items out of her home. The client made a point to tell us how grateful she was for him, and that she felt much safer knowing that he was around and keeping an eye out for her. It is acts such as these, however small we might feel they are, that have an enormous impact on a victim's sense of safety and well-being. We are grateful (as is our client) that Deputy Johnson understood the client's immediate need, and was able to assist her in feeling safe.

Todd Graham and Deputy Johnson have chosen to engage the resources necessary to protect victims of domestic violence and their families. As such, Wild Iris would like to honor them for their exemplary service and dedication to victims of domestic violence.

Fiscal Impact

None



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Gaye Mueller
SUBJECT	Mono Council for the Arts (Mammoth Arts Guild) State-Local Partnership Program		

AGENDA DESCRIPTION:

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

Resolution approving the State-Local Partnership Program Grant request and designating Gaye Mueller, Executive Director of the Mammoth Art Guild DBA Mono Council for the Arts, to execute the State-Local partnership Program Grant contract with the California Arts Council. Supervisor Hunt sponsored this agenda item.

RECOMMENDED ACTION:

Adopt Resolution #R13-____, declaring approval of a state-local partnership program grant application by the Mammoth Art Guild and authorizing execution of a grant contract with the California Arts Council.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: 932-5533 / skendall@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [MC Arts Staff](#)

 [MC Arts resolution](#)

History

Time	Who	Approval
9/16/2013 1:53 PM	County Administrative Office	Yes
9/24/2013 4:23 PM	County Counsel	Yes
9/19/2013 10:03 AM	Finance	Yes



MONO COUNCIL FOR THE

Arts

TO: Honorable Board of Supervisors

FROM: Mammoth Art Guild, Inc., DBA MONO COUNCIL FOR THE ARTS

DATE: September 13, 2013

SUBJECT: Letter of Resolution

RECOMMENDED ACTION:

Request the Board of Supervisors send a Letter of Resolution to the California Arts Council naming Mammoth Art Guild, Inc. DBA MONO COUNCIL FOR THE ARTS, to execute the State-Local Partnership Program Grant contract, and designate Gaye Mueller, Executive Director, to submit this grant/contract.

DISCUSSION:

The California Arts Council needs to know that the Mammoth Art Guild, Inc. represents the County of Mono for the State-Local Partnership Program. MAG has requested and received this Letter of Resolution since 2006. This is an annual request. The SLPP Grant amount received is approximately \$12,000 and will go towards administrative/staffing expenses. The Grant award has not been announced as of this date.

FISCAL IMPACT: None



RESOLUTION NO. R13-___

**BOARD OF SUPERVISORS, COUNTY OF MONO
DECLARING APPROVAL OF A STATE-LOCAL
PARTNERSHIP PROGRAM GRANT APPLICATION
BY THE MAMMOTH ART GUILD AND AUTHORIZING EXECUTION
OF A GRANT CONTRACT WITH THE CALIFORNIA ARTS COUNCIL**

WHEREAS, the California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural planning and decision-making and to reach previously under-served constituents; and

WHEREAS, an application/annual report for the arts in Mono County will be submitted to the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono does hereby approve of the State-Local Partnership Program Grant request, as submitted to the California Arts Council, by the Mammoth Art Guild DBA Mono Council for the Arts, and designate Gaye Mueller, Executive Director, to execute the State-Local Partnership Program Grant contract with the California Arts Council.

APPROVED AND ADOPTED this _____ day of October, 2013, by the following vote of the Board of Supervisors, County of Mono:

**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	October 1, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Kathy Peterson, Social Services
SUBJECT	Agreement with Wild Iris for Child Abuse Prevention Services (CAPIT & PSSF)		

AGENDA DESCRIPTION:

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

Agreement between Wild Iris and County of Mono to provide community services directed at preventing child abuse and neglect (CAPIT and PSSF Funds).

RECOMMENDED ACTION:

Approve County entry into the proposed contract, and authorize Kathy Peterson, Mono County Director of Social Services, to execute the contract on behalf of the County. This authorization includes making minor amendments to the agreement from time to time as the Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

FISCAL IMPACT:

The cost of the two year contract is \$90,328.00 (\$45,164.00 per year). All funding is State funding and accordingly, there is no cost to the County General Fund. There is sufficient appropriation in fund 103 for this expenditure.

CONTACT NAME: Kathy Peterson

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

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

SEND COPIES TO:
Kathy Peterson, Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[📄 Staff Report](#)

[📄 Exh A. Agreement w Wild Iris for CAPIT & PSSF Funds](#)

History		
Time	Who	Approval
9/17/2013 6:58 AM	County Administrative Office	Yes
9/19/2013 5:31 PM	County Counsel	Yes
9/19/2013 10:57 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: October 1, 2013

Re: Agreement between Wild Iris and County of Mono to provide community services directed at preventing child abuse and neglect (CAPIT and PSSF Funds).

Recommended Action:

Approve County entry into the proposed contract, and authorize Kathy Peterson, Mono County Director of Social Services, to execute said contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Department of Social Services' Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

Fiscal Impact:

The cost of the two year contract is \$90,328.00 (\$45,164.00 per year). All funding is State funding and accordingly, there is no cost to the County General Fund.

Discussion:

Mono County Department of Social Services receives various types of funding annually from the State of California for the specific purpose of preventing and reducing child abuse and neglect. Last fiscal year, the Department of Social Services issued Requests for Proposals (RFPs) for two distinct sources of funding: Child Abuse Prevention, Intervention, and Treatment (CAPIT) funds in the amount of \$62,000.00, and Promoting Safe and Stable Families (PSSF) in the amount of \$10,000.00. Social Services conducted an evaluation and rating process of proposals received, and recommended funding two child

abuse prevention projects submitted by Wild Iris. Based on the recommendation from Social Services, the Board of Supervisors awarded to Wild Iris a portion of the CAPIT funds in the amount of \$31,118.00 and the PSSF funds in the amount of \$10,000. The amount recommended by the department for continued funding of these services is \$35,164 and \$10,000 respectively, per year for two years (FY 2013-14 and FY 2014-15).

The community-based services that Wild Iris provided during FY 2012-13 under the CAPIT and PSSF funds addressed issues faced by the most vulnerable families with the intent of creating community support systems and facilitating family stability in our isolated and rural County. Such community support systems are identified and outlined in the Mono County Child Welfare Three Year System Improvement Plan approved by the Board of Supervisors on July 20, 2010, and entered into with the State of California. Wild Iris offered these services countywide, serving families in Coleville/Walker, Bridgeport, Benton, Lee Vining, and Mammoth Lakes.

Due to the success of these Wild Iris services during the first year of implementation (FY 2012-13), the on-going need for such services, and the continuation of State grant funding, the Department of Social Services recommends that the Board of Supervisors approve continued funding for the program for an additional two years. While the program was successful in year one implementation, continued funding will allow Wild Iris to refine and fully develop its programming to best meet the needs of clients, while sustaining access to services for families in their struggle for stability.

The proposed Agreement between the County of Mono and Wild Iris for the provision of these services is attached to this Staff Report as Exhibit A.

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS WOMEN'S SERVICES
FOR THE PROVISION OF CAPIT and PSSF SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Child Abuse Prevention, Intervention, and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) services of Wild Iris Women's Services of Bishop, Inc., of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kathryn Peterson, whose title is Director of the Mono County Department of Social Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. 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 by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. **TERM.**

The term of this Agreement shall be from July 1, 2013, to June 30, 2015, unless sooner terminated as provided below.

3. **CONSIDERATION.**

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **\$45,164.00 per year that this Agreement remains in effect, nor \$90,328.00 during the entire term of this Agreement** (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit an invoice with a Quarterly Monitoring Report (set forth as Attachment C) to the County on a quarterly basis. Quarterly invoices and required reporting shall be due from Contractor on October 15, 2013 and 2014; January 15, 2014 and 2015; April 15, 2014 and 2015; and **July 10, 2014 and 2015. Please note the earlier than usual due date for the month of July.** The obligation to provide invoices and receipts shall survive the contract expiration date.

Upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work, the County shall make payment equal to one quarter of the contract limit to Contractor within 30 days of its receipt of the invoice and Quarterly Monitoring Report. Should the County determine that services or work have not been completed or performed as called for in the Scope of Work and/or should Contractor produce an incorrect invoice or monitoring report, the County shall withhold payment until the services and work are satisfactorily completed and performed and accepted by the County and/or the invoice or monitoring report is corrected and resubmitted.

F. Federal and State Taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The 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 identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, 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 that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such

policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

- B. Business Vehicle. If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.
- C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
- D. Subcontractors. Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements herein for Contractor.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, 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, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. TERMINATION.

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

Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) days written notice of such intent to terminate.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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 23 below.

18. 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 obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that 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 (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application

thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT.

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

24. NOTICE.

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

County of Mono:

Mono County Department of Social Services
ATTN: Kathryn Peterson, Director
PO Box 2969
Mammoth Lakes, CA 93546

Contractor:

Wild Iris Women's Services of Bishop, Inc.
ATTN: Lisa Reel, Director
PO Box 697
Bishop, CA 93515

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 executed in writing by the parties hereto.

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

COUNTY OF MONO

CONTRACTOR

By: _____
Kathryn Peterson, Director
Mono County Social Services

By: _____
Lisa Reel, Director
Wild Iris Women's Services of Bishop, Inc.

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS WOMEN'S SERVICES OF BISHOP, INC.
FOR THE PROVISION OF CAPIT & PSSF SERVICES**

TERM:

FROM: July 1, 2013 TO: June 30, 2015

SCOPE OF WORK:

A. CAPIT - Description of how funds should be used: The priority use of Child Abuse Prevention, Intervention, and Treatment (CAPIT) funds are to provide services to isolated families which includes children at greatest risk, including those being served by child welfare agencies.

Contractor shall perform and/or provide the following CAPIT services and programs:

1. Parenting Education Classes

Parenting classes are to be provided to families identified as high risk. Such parenting program shall provide culturally competent and appropriate services to address child behavior and discipline issues as well as increase parental confidence. Such classes will be structured in a six (6) week series using the curriculum identified as "Active Parenting Now".

2. Co-Parenting Education Classes

The focus of the Co-Parenting classes shall be to reduce conflict and strengthen families with the goal of reducing abuse and neglect in families experiencing divorce or separation, and other familial stressors. The Co-Parenting Class shall consist of an eight (8) week series using the curriculum "Cooperative Parenting and Divorce". Contractor shall conduct community outreach to educate the community on the program and services.

Contractor will make adjustments to service and program delivery in response to participant and community needs, as appropriate. All programs will be culturally competent and appropriate.

B. PSSF – Description of how funds should be used: The primary goals of the Promoting Safe and Stable Families (PSSF) Program are to prevent the unnecessary separation of children from their families, improve the quality of care and services to children and their families, and ensure permanency for children by reuniting them with their parents, by adoption, or by another permanent living arrangement. The PSSF funding is used to support services to strengthen parental relationships and promote healthy marriages, to improve parenting skills and increase relationship skills within the family to prevent child abuse and neglect, while also promoting timely family reunification when children must be separated from their parents for their own safety.

Contractor shall perform and/or provide the following Promoting Safe and Stable Families (PSSF) services and programs:

Contractor will provide support services to families in Mono County in the following categories: Family Preservation, Family Support Services, Adoption Promotion and Support, and Time-Limited Family Reunification Services. For each of the four service components designated above, Contractor shall expend not less than \$2,000.00 as required in the Promoting Safe and Stable Families Program Funding requirements.

Contractor will work collaboratively with the Mono County Department of Social Services to identify families for whom services within each of the four designated service components may be most appropriate. These services may include, and are not limited to, the following:

- Individual and Family counseling and support groups
- Adoptive/Foster Parent Recruitment
- Mentoring Services
- Case Management activities
- Housing Services and Concrete Supports (rental assistance, transitional housing, transportation, utility assistance, clothing, food, furniture, etc.)
- Referral services.

Contractor will note that there are very specific program expenditure guidelines under the Time-Limited Family Reunification Services category. The term “time-limited family reunification services” means the services and activities that are provided to a child that is removed from their home and placed in a foster family home or a child care institution, and to the parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely, appropriately and in a timely fashion, **but only during the 15-month period that begins on the date the child is considered to have entered foster care.**

Contractor will make adjustments to service and program delivery in response to participant and community needs, as appropriate.

For a description of allowable services under the CAPIT and PSSF Programs, refer to the California Department of Social Services, Office of Child Abuse Prevention, Funding for Child Abuse Prevention Programs (<http://www.childsworld.ca.gov/PG2287.htm>).

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS WOMEN'S SERVICES OF BISHOP, INC.
FOR THE PROVISION OF CAPIT & PSSF SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2015

Contractor shall submit quarterly financial reports including funding, costs, expenditures and allocation of expenditures for this program. **Line Item changes:** Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. However please notify County of line item changes, and provide written justification for any line item change exceeding 30%. Notification may be sent via email or in writing. FY 2014-15 Budget to be submitted by Contractor prior to the start of FY 2014-15.

FY 2013-14

CAPIT and PSSF BUDGET AND NARRATIVE

A. CAPIT BUDGET

CAPIT - PERSONNEL EXPENSES FY 2013-14

POSITIONS	SALARY	% TIME	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
Director of Programs	\$65,769	3	\$2585		\$2585
Communications Coordinator	\$33,696	15	\$6621		\$6621
Crisis Counselor/Educator	\$31,012	10	\$4163		\$4163
Crisis Counselor/Educator	\$31,782	10	\$4063		\$4063
Executive Director	\$86,445	1		\$1132	\$1132
Fiscal Director	\$65,769	1		\$862	\$862
Fiscal Assistant	\$38,556	3		\$1515	\$1515
Total Salaries	\$353,029	38	\$13,307		
Total Benefits	\$109,439		\$4,125		
TOTAL PERSONNEL EXPENSES			\$17,432	\$3509	\$20,941

CAPIT - OPERATING EXPENSES FY 2013-14

	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
General Operating Expenses	\$2,417		\$2,417
Office Supplies	\$499		\$499

Educational Materials	\$4,500		\$4,500
Travel — (includes training)	\$3,000		\$3,000
Media	\$3,000		\$3,000
Consultants	0		
Other Expenses: Printing and Reproduction	\$800		\$800
Indirect Costs (10% of 35,164 = 3516)	\$3516		\$3,516
Total Operating Expenses	\$17,732		\$17,732

CAPIT FUNDS: TOTAL BUDGET FY 2013-14

Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
\$35,164	\$3,509	\$38,673

CAPIT BUDGET NARRATIVE

I. Proposed Project Budget that includes dollar amounts (\$) for:

a. Personnel Costs

- **Susi Bains, Director of Programs** will be responsible for all program implementation and facilitation (6hrs/mo for administering parenting classes and reporting).
 - Existing position
 - Annual Salary of \$65,769 with benefits at \$20,388. 3% of position.
 - \$2,585 requested through this grant.
- **Shelby Cook, Communications Coordinator** will be responsible for promoting the the parenting and co-parenting classes, as well as teaching classes. (300 hours total)
 - Existing position
 - Annual Salary of \$33,696 with benefits at \$10,445. 15% of position.
 - \$6,621 requested through this grant.
- **Lily Fregoso, Crisis Counselor/Educator** will be responsible for teaching parenting and co-parenting classes in English and Spanish (200 hours total for 64 classes plus prep time and outreach for classes, includes travel time to and from Bishop)
 - Existing position
 - Annual Salary of \$31,012 with benefits at \$9,613. 10% of position.
 - \$4,063 requested through this grant.
- **Sandra Facincani, Crisis Counselor/Educator** will be responsible for teaching parenting and co-parenting classes in English and Spanish (200 hours total for 64 classes plus prep time and outreach for classes)
 - Existing position
 - Annual Salary of \$31,782 with benefits at \$9,852. 10% of position.
 - \$4,163 requested through this grant.

b. Operating Expenses

Operating expenses include rent, facility maintenance, utilities, internet, telephone, equipment repair, and insurance. The agency total for these expenses is \$89,531. Operating Expenses allocated to this budget are weighted against the percentage of staffing this budget

requires compared to our full staff. This percentage is .38FTE here, divided by a fully-staffed 12.75FTEs, or .027. Therefore, 2.7% of operating expenses of \$2,417 are included here.

Program expenses include

- Office supplies (agency budget of 8,000 x .027=216 plus binders for training materials at 283)
- Educational Materials—Active Parenting Cooperative Parenting and Divorce Training Package standard program kit, 3 each in English and Spanish @\$350 each. Active Parenting Now Standard Parenting Education program kit, 4 each in English and Spanish @ \$400 each, plus shipping and handling fees.
- Travel includes mileage from Bishop for parenting classes at 90miles x 20 classes x .565/mi=\$1017 plus an additional 10 miles/month for any outreach x .565 = 56.5 for 10 months=\$565. Also includes travel to Sacramento for 1 CAPC meetings of \$1,418.
- Media includes \$3,000 for posting ¼-1/2 page ads regarding parenting and co-parenting classes (may be swapped for radio ads) May include bus advertising.
- Printing and reproduction includes costs for printing class materials.

c. Indirect Expenses

Indirect expenses include those to run the agency. They can include administrative staff time for overall managerial and fiscal oversight, rent, accounting fees for annual audit, staff development and training, and incorporation and other organizational expenses. Included here as 10% of personnel and operating expenses.

d. Total of in-kind funds

In-kind funds used here include executive staff time for programmatic oversight (\$1,132), fiscal staff time to process program expenses, program payroll, and program invoicing (\$2,377). The percentage of in-kind funds to be contributed is 10.8% of total budget amount, and in-kind funds will come from unrestricted funding sources such as individual donations.

B. PROMOTING SAFE AND STABLE FAMILIES (PSSF) BUDGET

PSSF - PERSONNEL EXPENSES FY 2013-14

POSITIONS	SALARY	% TIME	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
Director of Programs	\$65,769	1	\$861		\$861
Crisis Counselor/Educator	\$31,782	12.5	\$5,204		\$5,204
Total Salaries	\$97,551	13.5	\$4,630		
Total Benefits	\$30,241		\$1,435		
TOTAL PERSONNEL EXPENSES			\$6,065		\$6,065

Detail: PSSF - Family Preservation

POSITIONS	SALARY	% TIME	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
Director of Programs	\$65,769	0.25	\$215		\$215
Crisis Counselor/Educator	\$31,782	2.5	\$1041		\$1041
Total Salaries	\$97,551	2.75	\$959		
Total Benefits	\$30,241		\$297		
TOTAL PERSONNEL EXPENSES			\$1,256		\$1,256
Operating Expenses— Allowable Services (such as legal services and child care)			\$744		\$744
TOTAL FAMILY PRESERVATION					\$2,000

Detail: PSSF - Family Support

POSITIONS	SALARY	% TIME	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
Director of Programs	\$65,769	0.25	\$215		\$215
Crisis Counselor/Educator	\$31,782	5	\$2082		\$2082
Total Salaries	\$97,551	5.75	\$1,754		
Total Benefits	\$30,241		\$544		
TOTAL PERSONNEL EXPENSES			\$2,297		\$2,297
Operating Expenses— Allowable Services (such as legal services and child care)			\$2,808		\$2,808
TOTAL FAMILY SUPPORT					\$5,105

Detail: PSSF - Adoption Promotion and Support Services

POSITIONS	SALARY	% TIME	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
Director of Programs	\$65,769	0.25	\$215		\$215
Crisis Counselor/Educator	\$31,782	2.5	\$1041		\$1041
Total Salaries	\$97,551	2.75	\$959		
Total Benefits	\$30,241		\$297		
TOTAL PERSONNEL EXPENSES			\$1,256		\$1,256
Operating Expenses— Allowable Services (such as legal services and child care)			\$744		\$744
TOTAL FAMILY PRESERVATION					\$2,000

Detail: PSSF -Time Limited Family Reunification

POSITIONS	SALARY	% TIME	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
Director of Programs	\$65,769	0.25	\$215		\$215
Crisis Counselor/Educator	\$31,782	2.5	\$1041		\$1041
Total Salaries	\$97,551	2.75	\$959		
Total Benefits	\$30,241		\$297		
TOTAL PERSONNEL EXPENSES			\$1,256		\$1,256
Operating Expenses— Direct Expenses such as transportation costs for foster children out of area			\$744		\$744
TOTAL FAMILY PRESERVATION					\$2,000

OPERATING EXPENSES--PSSF FY 2013-14

	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
General Operating Expenses	\$895	\$0	\$895
Indirect Costs (10% of 10,000)	\$0	\$1,000	\$1,000
Total Operating Expenses	\$895	\$1,000	\$1,895

FUNDS: TOTAL BUDGET FY 2013-14

Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
\$10,000	\$1,000	\$11,000

PSSF NARRATIVE

I. Proposed Project Budget that includes dollar amounts (\$) for:

a. Personnel Costs

- **Susi Bains, Director of Programs** will be responsible for all program implementation and facilitation.
 - Existing position
 - Annual Salary of \$65,769 with benefits at \$20,388. 1% of position.
 - \$861 requested through this grant.

- **Sandra Facincani, Crisis Counselor/Educator** will be responsible for working with qualifying clients in English and Spanish.
 - Existing position
 - Annual Salary of \$31,782 with benefits at \$9,852. 12.5% of position.
 - \$5,204 requested through this grant.

b. Operating Expenses

Operating expenses include rent, facility maintenance, utilities, internet, telephone, equipment repair, and insurance. The agency total for these expenses is \$89,531.

Operating Expenses allocated to this budget are weighted against the percentage of staffing this budget requires compared to our full staff. This percentage is .14FTE here, divided by a fully-staffed 12.75FTEs, or .01. Therefore, 1% of operating expenses of \$895 are included here.

c. Administrative Expenses

Indirect administrative expenses include those to run the agency. They can include administrative staff time for managerial and fiscal oversight, rent, accounting fees for annual audit, membership dues, staff development and training, and incorporation and other organizational expenses. Included here as 10% of personnel and operating expenses (\$1000 as 10% of \$10,000). Administrative expenses are included as a match.

d. Total of in-kind funds

In-kind funds used here include the Administrative expenses described above of \$1,000. The percentage of in-kind funds to be contributed is 10% of total budget amount, and in-kind funds will come from unrestricted funding sources such as individual donations.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF MONO AND WILD IRIS WOMEN'S SERVICES OF BISHOP, INC. FOR THE PROVISION OF CAPIT & PSSF SERVICES

TERM:

FROM: July 1, 2013

TO: June 30, 2015

Contractor shall submit quarterly monitoring reports using the following Quarterly Monitoring Report Template:

Quarterly Monitoring Report Template

SECTION 1:

1. Name of Service Provider and Program:
2. What type of service/program does this provider deliver?
3. Describe the population served:
4. List other funding source(s) that support this service/program:
5. List and describe the county "unmet or continued need" identified within the CSA or OCAP plan which justifies the funding of this service/program:
6. Specify the tool(s) utilized and how the tool(s) was used to evaluate the service/program's effectiveness. Effectiveness should be measured by using a tool(s) inherent to or developed specifically for a participant in the service/program to measure the change or progress made by the participant (micro level). This tool can be a document, equipment, observation, etc.:
7. Discuss the progress achieved by this service/program toward meeting the need as identified in Question Number 5. Progress can be reported as a change in (1) an outcome as defined in the Children and Family Services Review, (2) child welfare participation rates, (3) a change in demographics or systemic factor or (4) other. Include aggregated quantitative and/or qualitative data in the response:
8. Participant Demographics: (please use chart below to describe demographics)

Participant Demographics

Referral Source	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Total				

High Needs Categories (if applicable)	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Total				

Participant Race/Ethnicity	Quarter 1	Quarter 2	Quarter 3	Quarter 4
White				
Hispanic				
Multi-racial				
Unknown				
Pacific Islander				
Total:				

Primary Language	Quarter 1	Quarter 2	Quarter 3	Quarter 4
English				
Spanish				
Total:				

Town of Residence	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Benton				
Bridgeport				
Chalfant				
Coleville				
Crowley				
June Lake				
Lee Vining				

Mammoth				
Walker				
Other:				
Unknown				
Total:				

9. Next Steps: (describe your activities for the next quarter/period, including any program improvements)

10. How was client satisfaction measured? Please include copies of surveys or other tools used to measure client satisfaction.

SECTION 2: In-kind contributions this quarter: (please describe)

SECTION 3: [Optional] Please share any unexpected positive or negative outcomes, and any unmet community needs, discovered through providing these services.

////////////////////////////////// NOTHING FOLLOWS //////////////////////////////////////

Mono County Child Abuse Prevention Council

Mono County Office of Education
451 Sierra Park Road, Mammoth Lakes, CA
September 9, 2013 12:00-1:00PM

DRAFT MEETING MINUTES

CAPC Members Present: Barbara Miller-MUSD Director of Husky Club, Susi Bains-Wild Iris, Alex Ellis-Department of Social Services (DSS).

Guests: Cindy Duriscoe-IMACA, Marlo Preis-DSS, Cristina Whitlock-Department of Behavioral Health, Molly DesBalliets-First 5, Curtis Hill-Probation, Jim Leddy-Mono County Administrative Officer (by phone).

CAPC Coordinator: Didi Tergesen- Mono County Office of Education.

1. **Call to Order:** The meeting was called to order by Chairperson, Barbara Miller at 12:02PM.
2. **Introductions**
3. **Public Comment:** Jim Leddy, Mono County CAO introduced himself and is in attendance to learn more about CAPC and offer partnership.
4. **Approval of Minutes:** Susi Bains motioned to approve the June 10, 2013 meeting minutes. Alex Ellis seconded the motion. No discussion. All approved. **Motion carried.**
5. **CAPC Membership:** Robyn Wisdom of IMACA resigned at the end of June. Cindy Duriscoe, Molly DesBalliets and Cristina Whitlock submitted letters of interest to serve on the CAPC. Susi Bains moved to approve Cindy, Molly and Cristina as new members of the CAPC. Alex Ellis seconded the motion. All approved. No discussion. **Motion carried.**
6. **Overview of Grant Funded Contracts:** Marlo Preis of Social Services provided an overview of programs that are funded by the Office of Child Abuse Prevention (OCAP). These contracts are for two-year terms (FY 2013-14 and FY 2014-15). The Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) contracts will not need to be voted on by the CAPC.
 - a. Wild Iris – PSSF funds in the amount of \$20,000 (\$10,000 per year for two years) provide programs and services that address the four requirements under the PSSF grant encouraging family preservation, support services, adoption and foster promotion and time sensitive family unification.
 - b. Wild Iris - CAPIT funds in the amount of \$70,328 (\$35,164 per year for two years) to continue Parenting and Co-parenting classes in Mono County.
 - c. First 5 Mono County - CAPIT funds in the amount of \$59,764 (\$29,882 per year for two years) to continue “Parenting as Teachers” program with their home visiting program.
7. **Recommend Grant Funded Contracts:** Marlo Preis shared the proposed contracts with Wild Iris and Mono County Office of Education for two year terms (FY 2013-14 and FY 2014-15) funded with County Children’s

Trust Fund (CCTF) and Community Based Child Abuse Prevention (CBCAP) funds. These contracts will need to be reviewed and voted on by the CAPC.

- a. Wild Iris – CBCAP/CCTF funds in the amount of \$35,680 (\$17,840 per year for two years). The CBCAP funds need to include Mental Health services, outreach and education, parent self-help/ follow-up services, and child abuse and neglect services. The contract is identical to last year with one significant change. The Wild Iris contract for FY 2013-14 and 2014-15 will have less funding available for Mental Health services. Susi Bains, Cristina Whitlock and Alex Ellis recused themselves from the vote. Cindy Duriscoe motioned to approve Wild Iris' contract. Barbara Miller seconded the motion. No discussion. All approved. **Motion carried.**
- b. Mono County Office of Education (MCOE) – CCTF funds in the amount of \$24,320 (\$12,160 per year for two years). CAPC coordination services will be the same as last year with two important changes. CCTF funds will be used to fund CAPC coordination instead of the CAPIT grant. An additional change will be that CAPC will now have their own budget of \$3,000 to fund child abuse prevention programs and services. The group will not need Board of Supervisors approval. Alex Ellis recused herself from voting. Cindy Duriscoe motioned to approve funding MCOE's contract. Barbara Miller seconded the motion. All approved. No discussion. **Motion carried.**

8. Program Updates:

- a. **Wild Iris** – CBCAP, PSSF and CAPIT Activities. Susi Bains shared the final progress report for 2013. Through CBCAP funds, Wild Iris supported mental health services to seventeen clients. Wild Iris provided English and Spanish parenting support groups to nineteen parents for thirty-six weekly group sessions. Addressing child abuse and prevention outreach, Wild Iris ran PSAs at four local radio stations during Child Abuse Prevention month. They experienced a 10% increase in child abuse reports for up to 3 months after the PSAs. Wild Iris also went on a local radio station to speak on child sexual abuse and child abuse and neglect. In addition, Wild Iris advocated for Mono County and the Town of Mammoth Lakes to adopt April as Child Abuse Prevention Month by presenting to the Board of Supervisors and Town of Mammoth Lakes. Seventy-five participants attended two Darkness2Light trainings, a program that focuses on education and prevention of child sexual abuse. Wild Iris had a booth at KidApolooza with information on how to report child abuse. Under the CAPIT and PSSF funding, fourteen parents completed parenting and co-parenting classes using the "Active Parenting Now" program. For family preservation and support, Wild Iris assisted five families who were at risk to have their child removed from home. The same families took advantage of services related to time limited family unification. Wild Iris is working in close collaboration with DSS on the promotion of adoption and outreach for foster parenting.

- b. First 5, Mono County – CAPIT Activities.** Molly shared data tracking child abuse trends in Mono County and the state. Molly is interested in the increase in reported child abuse cases for children age birth to one year old. She will look at this data to help guide First 5's programs. Molly shared that in the last year, First 5's Home Visitors have grown immensely in dealing with high needs homes. Through the CAPIT grant, First 5 will now be able to expand their "Parents as Teachers" program to serve families with children age one through five. Once approved by the First 5 Commission and Board of Supervisors, home visitors will attend a conference that will give them skills to retain high needs families, support father involvement and increase their support system.
- c. Advertising for Foster Parent Outreach –** Marlo spoke on the need to recruit foster parents and shared that Mono County currently has only one licensed temporary foster home. Many children have had to leave the county to be placed in foster care. Alex shared that there are five children in foster care currently. Wild Iris will be undertaking outreach efforts by presenting the need for foster parents at the Rotary, Lions and Mammoth Lakes Women's Clubs. Didi Tergesen shared a Foster Care Orientation Meeting flyer that will be sent home in all elementary school children's homework folders next week.
- 9. Update from CAPC Coordinator:** Didi invited everyone to attend a webinar on Resilience at 9:30AM, the 11th of September and shared that she will attend the State Child Abuse Prevention Summit in mid-October. She is excited to move forward with assisting DSS in foster care outreach. For outreach and education, Didi would like to do parenting tip PSAs. She requested CAPCs help and will send a google document with instructions. Molly shared that the Hospital has a TV channel that focuses on 60-second educational pieces put on by Parenting Counts called "inertercials".
- 10. Update on County Self Assessment (CSA)** Marlo shared that every five years the county is required to do a self assessment. The CSA was just completed and has been signed by all parties involved, but is waiting for final approval. DSS uses the CSA as a guide to help them decide which programs will fill the needs of the community. Didi will email the CSA to anyone who would like a copy.
- 11. Mono County CAPC Mission Statement: TABLED**
- 12. Set Meeting Calendar Adjourned and Location for Fiscal Year 2013-2014:** Group discussed winter parking as an issue at MCOE. The Mammoth Lakes Library is available and has ample parking. Group discussed having the two winter meetings (December and March) at the Library. June and September meetings will be located at the Mono County Office of Education. Molly motioned to approve the meeting locations. Susi seconded the motion. All approved. No discussion. **Motion carried.**
- 13. Next Meeting:** Next meeting is December 9, 2013 at the Mammoth Lakes Library from 12:00 – 1:00PM.
- 14. Meeting Adjourned, 1:06.**
- 15. Respectfully submitted** by Didi Tergesen, Mono County CAPC Coordinator.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Kathy Peterson, Social Services
SUBJECT	Program Request Submitted by the Child Abuse Prevention Council (CAPC) to Fund CAPC Coordination Services		

AGENDA DESCRIPTION:

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

Request of the Mono County Child and Family Advisory Board to spend funds held in the County Children's Trust Fund for Council coordination services.

RECOMMENDED ACTION:

Approve request to use County Children's Trust Fund monies in an amount not to exceed \$24,320.00 to fund coordination services for the Mono County Child and Family Advisory Board, as recommended by the Child and Family Advisory Board. Approve the County to enter into the proposed contract for said services with the Mono County Office of Education, and authorize Kathy Peterson, Mono County Director of Social Services, to execute said contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Department of Social Services' Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

FISCAL IMPACT:

The cost of the two year contract is \$24,320.00 (\$12,160.00 per year). Accordingly, all requested funds shall come from the County Children's Trust Fund and there is no cost to the Mono County General Fund. There is sufficient appropriation in Fund 238 for this expenditure.

CONTACT NAME: Kathy Peterson

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

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

SEND COPIES TO:
Kathy Peterson, Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [📄 Staff Report-CAPC Coordination](#)
 - [📄 Exh A R01-114](#)
 - [📄 Exh B Draft CAPC Minutes](#)
 - [📄 Exh C Agreement MCOE CAPC Coordination](#)
-

History

Time	Who	Approval
9/17/2013 6:57 AM	County Administrative Office	Yes
9/19/2013 5:08 PM	County Counsel	Yes
9/19/2013 10:56 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: October 1, 2013

Re: Request of the Mono County Child and Family Advisory Board to spend funds held in the County Children's Trust Fund: Agreement between Mono County Office of Education and County of Mono to provide Child Abuse Prevention Council coordination services.

Recommended Action:

Approve request to use County Children's Trust Fund monies in an amount not to exceed \$24,320.00 to fund coordination services for the Mono County Child and Family Advisory Board, as recommended by the Child and Family Advisory Board. Approve the County to enter into the proposed contract for said services with the Mono County Office of Education, and authorize Kathy Peterson, Mono County Director of Social Services, to execute said contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Department of Social Services' Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

Fiscal Impact:

The cost of the two year contract is \$24,320.00 (\$12,160.00 per year). Accordingly, all requested funds shall come from the County Children's Trust Fund and there is no cost to the Mono County General Fund.

Discussion:

In 2001 the Mono County Board of Supervisors (BOS) passed Resolution R01-114 creating the Mono County Child and Family Advisory Board (commonly known as the Mono County Child Abuse Prevention Council or CAPC) and establishing a County Children's Trust Fund. A copy of such Resolution is attached

to this Staff Report as Exhibit A. In accordance with California Welfare and Institutions Code Sections 18966 et seq., the County Children's Trust Fund is funded through fees collected from Birth Certificates in addition to certain state funding known as the Community Based Child Abuse Prevention Grant (CBCAP). California Welfare and Institution section 18967 further provides that the funds held in the County Children's Trust Fund shall be used to fund programs that the CAPC feels meet the goals set forth above. Upon receipt of such proposals the Mono County BOS shall make the final determination as to whether such programs shall be funded. The CAPC comes before the BOS with a request to fund coordination services, and gain preapproval for CAPC expenditures, it feels will help facilitate their efforts to prevent child abuse and neglect in Mono County.

In accordance with the draft Minutes of the September 9, 2013 CAPC meeting (Exhibit B), the Council recommends that funds held in the County Children's Trust Fund be used in part to (1) fund the Mono County Office of Education to provide CAPC Coordination services, and (2) pre-approve \$3,000 in annual trust fund expenditures for CAPC projects, services, and materials with the goal of child abuse prevention. The total amount requested by the CAPC for funding of these services is as follows:

1. CAPC Coordination Services: \$9,160 per year for two years (FY 2013-14 and FY 2014-15), not to exceed \$18,320 in total.
2. CAPC approved expenditures for child abuse prevention projects, services, and materials: \$3,000 per year for two years (FY 2013-14 and FY 2014-15), not to exceed \$6,000 in total.

Total expenditures will not exceed \$12,160.00 per year, nor \$24,320.00 during the entire term of the agreement.

Among the duties of the Child Abuse Prevention Council are to review, prioritize, and recommend to the Board of Supervisors program funding for the County Children's Trust Fund. Appropriate coordination of the Council is fundamental to its strength and its ability to meet its goals. In addition, the pre-approval of annual trust fund expenditures for use by the CAPC throughout the fiscal year will create efficiencies in the Council's ability to fund or participate in programs and services in a timely manner. The CAPC Coordinator will facilitate the CAPC decision-making process regarding use of the \$3,000 annual County Children's Trust Fund (CCTF) monies for projects, services, and materials with the goal of child abuse prevention.

The proposed Agreement between the County of Mono and the Mono County Office of Education for the provision of these services is attached hereto and made a part hereof as Exhibit C.



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RESOLUTION NO. R01- 114

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONO COUNTY CHILD AND FAMILY ADVISORY BOARD AS ITS "DESIGNATED COMMISSION" THAT SHALL CARRY OUT THE PURPOSES OF ARTICLE 5 OF CHAPTER 11 OF PART 6 OF DIVISION 9 OF THE WELFARE AND INSTITUTIONS CODE (CHILDREN'S TRUST FUND), AND ESTABLISHING THE MONO COUNTY CHILDREN'S TRUST FUND

WHEREAS, a board of supervisors may designate an existing local voluntary commission, board or council (hereinafter referred to as "designated commission") in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund); and

WHEREAS, the designated commission must either be a commission whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services, or whose duties relate to human services; and

WHEREAS, when a board of supervisors designates such a commission, it shall also establish a county children's trust fund; and

WHEREAS, the duties of a designated commission include establishing criteria for determining those programs that shall receive funding from the children's trust fund, accepting and prioritizing proposals that meet such criteria, and making recommendations to the board of supervisors as to those proposals that the commission feels should receive funding; and

WHEREAS, the Mono County Child and Family Advisory Board is an existing local voluntary commission, board or council whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services;

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


SECTION ONE: Pursuant to Section 18965 of the Welfare and Institutions Code, the Board hereby designates the Mono County Child and Family Advisory Board as its "designated commission" in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

SECTION TWO: Pursuant to Section 18966 of the Welfare and Institutions Code, the Board hereby establishes the Mono County Children's Trust Fund. The Fund shall consist of such funds and be administered for such purposes as are specified by Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

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PASSED AND ADOPTED this 20th day of November, 2001 by the following vote:

AYES : Supervisors Cecil, Farnetti, Pipersky & Ronci
NOES : NONE
ABSTAIN : NONE
ABSENT : Supervisor Hunt

ATTEST: 
RENN NOLAN
Clerk of the Board


Tom Farnetti, Vice Chairman
Board of Supervisors

APPROVED AS TO FORM:


COUNTY COUNSEL

Mono County Child Abuse Prevention Council

Mono County Office of Education
451 Sierra Park Road, Mammoth Lakes, CA
September 9, 2013 12:00-1:00PM

DRAFT MEETING MINUTES

CAPC Members Present: Barbara Miller-MUSD Director of Husky Club, Susi Bains-Wild Iris, Alex Ellis-Department of Social Services (DSS).

Guests: Cindy Duriscoe-IMACA, Marlo Preis-DSS, Cristina Whitlock-Department of Behavioral Health, Molly DesBalliets-First 5, Curtis Hill-Probation, Jim Leddy-Mono County Administrative Officer (by phone).

CAPC Coordinator: Didi Tergesen- Mono County Office of Education.

1. **Call to Order:** The meeting was called to order by Chairperson, Barbara Miller at 12:02PM.
2. **Introductions**
3. **Public Comment:** Jim Leddy, Mono County CAO introduced himself and is in attendance to learn more about CAPC and offer partnership.
4. **Approval of Minutes:** Susi Bains motioned to approve the June 10, 2013 meeting minutes. Alex Ellis seconded the motion. No discussion. All approved. **Motion carried.**
5. **CAPC Membership:** Robyn Wisdom of IMACA resigned at the end of June. Cindy Duriscoe, Molly DesBalliets and Cristina Whitlock submitted letters of interest to serve on the CAPC. Susi Bains moved to approve Cindy, Molly and Cristina as new members of the CAPC. Alex Ellis seconded the motion. All approved. No discussion. **Motion carried.**
6. **Overview of Grant Funded Contracts:** Marlo Preis of Social Services provided an overview of programs that are funded by the Office of Child Abuse Prevention (OCAP). These contracts are for two-year terms (FY 2013-14 and FY 2014-15). The Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) contracts will not need to be voted on by the CAPC.
 - a. Wild Iris – PSSF funds in the amount of \$20,000 (\$10,000 per year for two years) provide programs and services that address the four requirements under the PSSF grant encouraging family preservation, support services, adoption and foster promotion and time sensitive family unification.
 - b. Wild Iris - CAPIT funds in the amount of \$70,328 (\$35,164 per year for two years) to continue Parenting and Co-parenting classes in Mono County.
 - c. First 5 Mono County - CAPIT funds in the amount of \$59,764 (\$29,882 per year for two years) to continue “Parenting as Teachers” program with their home visiting program.
7. **Recommend Grant Funded Contracts:** Marlo Preis shared the proposed contracts with Wild Iris and Mono County Office of Education for two year terms (FY 2013-14 and FY 2014-15) funded with County Children’s

Trust Fund (CCTF) and Community Based Child Abuse Prevention (CBCAP) funds. These contracts will need to be reviewed and voted on by the CAPC.

- a. Wild Iris – CBCAP/CCTF funds in the amount of \$35,680 (\$17,840 per year for two years). The CBCAP funds need to include Mental Health services, outreach and education, parent self-help/ follow-up services, and child abuse and neglect services. The contract is identical to last year with one significant change. The Wild Iris contract for FY 2013-14 and 2014-15 will have less funding available for Mental Health services. Susi Bains, Cristina Whitlock and Alex Ellis recused themselves from the vote. Cindy Duriscoe motioned to approve Wild Iris' contract. Barbara Miller seconded the motion. No discussion. All approved. **Motion carried.**
- b. Mono County Office of Education (MCOE) – CCTF funds in the amount of \$24,320 (\$12,160 per year for two years). CAPC coordination services will be the same as last year with two important changes. CCTF funds will be used to fund CAPC coordination instead of the CAPIT grant. An additional change will be that CAPC will now have their own budget of \$3,000 to fund child abuse prevention programs and services. The group will not need Board of Supervisors approval. Alex Ellis recused herself from voting. Cindy Duriscoe motioned to approve funding MCOE's contract. Barbara Miller seconded the motion. All approved. No discussion. **Motion carried.**

8. Program Updates:

- a. **Wild Iris** – CBCAP, PSSF and CAPIT Activities. Susi Bains shared the final progress report for 2013. Through CBCAP funds, Wild Iris supported mental health services to seventeen clients. Wild Iris provided English and Spanish parenting support groups to nineteen parents for thirty-six weekly group sessions. Addressing child abuse and prevention outreach, Wild Iris ran PSAs at four local radio stations during Child Abuse Prevention month. They experienced a 10% increase in child abuse reports for up to 3 months after the PSAs. Wild Iris also went on a local radio station to speak on child sexual abuse and child abuse and neglect. In addition, Wild Iris advocated for Mono County and the Town of Mammoth Lakes to adopt April as Child Abuse Prevention Month by presenting to the Board of Supervisors and Town of Mammoth Lakes. Seventy-five participants attended two Darkness2Light trainings, a program that focuses on education and prevention of child sexual abuse. Wild Iris had a booth at KidApolooza with information on how to report child abuse. Under the CAPIT and PSSF funding, fourteen parents completed parenting and co-parenting classes using the "Active Parenting Now" program. For family preservation and support, Wild Iris assisted five families who were at risk to have their child removed from home. The same families took advantage of services related to time limited family unification. Wild Iris is working in close collaboration with DSS on the promotion of adoption and outreach for foster parenting.

- b. First 5, Mono County – CAPIT Activities.** Molly shared data tracking child abuse trends in Mono County and the state. Molly is interested in the increase in reported child abuse cases for children age birth to one year old. She will look at this data to help guide First 5's programs. Molly shared that in the last year, First 5's Home Visitors have grown immensely in dealing with high needs homes. Through the CAPIT grant, First 5 will now be able to expand their "Parents as Teachers" program to serve families with children age one through five. Once approved by the First 5 Commission and Board of Supervisors, home visitors will attend a conference that will give them skills to retain high needs families, support father involvement and increase their support system.
- c. Advertising for Foster Parent Outreach –** Marlo spoke on the need to recruit foster parents and shared that Mono County currently has only one licensed temporary foster home. Many children have had to leave the county to be placed in foster care. Alex shared that there are five children in foster care currently. Wild Iris will be undertaking outreach efforts by presenting the need for foster parents at the Rotary, Lions and Mammoth Lakes Women's Clubs. Didi Tergesen shared a Foster Care Orientation Meeting flyer that will be sent home in all elementary school children's homework folders next week.
- 9. Update from CAPC Coordinator:** Didi invited everyone to attend a webinar on Resilience at 9:30AM, the 11th of September and shared that she will attend the State Child Abuse Prevention Summit in mid-October. She is excited to move forward with assisting DSS in foster care outreach. For outreach and education, Didi would like to do parenting tip PSAs. She requested CAPCs help and will send a google document with instructions. Molly shared that the Hospital has a TV channel that focuses on 60-second educational pieces put on by Parenting Counts called "inertercials".
- 10. Update on County Self Assessment (CSA)** Marlo shared that every five years the county is required to do a self assessment. The CSA was just completed and has been signed by all parties involved, but is waiting for final approval. DSS uses the CSA as a guide to help them decide which programs will fill the needs of the community. Didi will email the CSA to anyone who would like a copy.
- 11. Mono County CAPC Mission Statement: TABLED**
- 12. Set Meeting Calendar Adjourned and Location for Fiscal Year 2013-2014:** Group discussed winter parking as an issue at MCOE. The Mammoth Lakes Library is available and has ample parking. Group discussed having the two winter meetings (December and March) at the Library. June and September meetings will be located at the Mono County Office of Education. Molly motioned to approve the meeting locations. Susi seconded the motion. All approved. No discussion. **Motion carried.**
- 13. Next Meeting:** Next meeting is December 9, 2013 at the Mammoth Lakes Library from 12:00 – 1:00PM.
- 14. Meeting Adjourned, 1:06.**
- 15. Respectfully submitted** by Didi Tergesen, Mono County CAPC Coordinator.

**AGREEMENT BETWEEN COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CAPC COORDINATION SERVICES**

EXHIBIT C

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Child Abuse Prevention Council (CAPC) coordination services of Mono County Office of Education of Mammoth Lakes, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kathryn Peterson, whose title is Director of the Mono County Department of Social Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. 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 by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. **TERM.**

The term of this Agreement shall be from July 1, 2013, to June 30, 2015, unless sooner terminated as provided below.

3. **CONSIDERATION.**

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **\$12,160.00 per year that this Agreement remains in effect, nor \$24,320.00 during the entire term of this Agreement** (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any

payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit an invoice with a monitoring report, as defined in the Scope of Work, to the County on a quarterly basis. Quarterly invoices and required reporting shall be due from Contractor on October 15, 2013 and 2014; January 15, 2014 and 2015; April 15, 2014 and 2015; and **July 10, 2014 and 2015. Please note the earlier than usual due date for the month of July.** The obligation to provide invoices and receipts shall survive the contract expiration date.

Upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work, the County shall make payment equal to one quarter of the contract limit to Contractor within 30 days of its receipt of the invoice and monitoring report. Should the County determine that services or work have not been completed or performed as called for in the Scope of Work and/or should Contractor produce an incorrect invoice or monitoring report, the County shall withhold payment until the services and work are satisfactorily completed and performed and accepted by the County and/or the invoice or monitoring report is corrected and resubmitted.

F. Federal and State Taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor

and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The 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 identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, 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 that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

- B. Business Vehicle. If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.
- C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
- D. Subcontractors. Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements herein for Contractor.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, 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, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. TERMINATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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 23 below.

18. 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 obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that 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 (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT.

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

24. NOTICE.

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

County of Mono:

Mono County Department of Social Services
ATTN: Kathy Peterson, Director
PO Box 2969
Mammoth Lakes, CA 93546

Contractor:

Mono County Office of Education
ATTN: Stacey Adler, County Superintendent of Schools
PO Box 130
Mammoth Lakes, CA 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 executed in writing by the parties hereto.

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

COUNTY OF MONO

CONTRACTOR

By: _____
Kathryn Peterson, Director
Mono County Social Services

By: _____
Stacey Adler, PhD
Mono County Superintendent of Schools

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND MONO COUNTY OFFICE OF EDUCATION FOR THE PROVISION OF CAPC COORDINATION SERVICES

TERM:

FROM: July 1, 2013 TO: June 30, 2015

SCOPE OF WORK:

The Contractor shall perform and/or provide the following services and programs:

Coordination of the Child Abuse Prevention Council (CAPC): Coordination and facilitation of the Mono County Child Abuse Prevention Council shall include the following:

1. Facilitate CAPC meetings and business processes, in compliance with the Brown Act, including the following:
 - a. Prepare agendas and meeting minutes.
 - b. Recruit CAPC members and orient new members to CAPC goals and business processes.
 - c. Maintain CAPC membership and contact information, CAPC website, and other pertinent information.
 - d. Facilitate CAPC decision-making process regarding use of annual County Children's Trust Fund (CCTF) monies for projects, services, and materials with the goal of child abuse prevention.
2. Act as the point of contact for the Council and the public.
3. Promote child abuse prevention through a variety of outreach efforts, which may include but is not limited to, print advertising, digital media, and special event participation.
4. Encourage and support community efforts to prevent and respond to child abuse.
5. Coordinate activities and processes with Mono County Department of Social Services and other community organizations as necessary and mandated per funding source.
6. Submit quarterly Monitoring Reports regarding the Council and include the following:
 - a. Council Activities including local meetings, attendance at regional meetings as appropriate, and County needs assessments;
 - b. Agencies and individuals represented in membership;
 - c. Information on Council Prevention Activities, including but not limited to, public awareness, education, outreach, training, direct services, planning and advisory activities.
 - d. An accounting of Children's Trust Fund Budget Expenditures: Travel, Projects, and Service Expenditures related to Child Abuse Prevention that have been formally approved by action of the Child Abuse Prevention Council (CAPC). Include description of materials purchased; people served (participants; families; etc); number Served; and the desired outcome/effect.

Such quarterly information shall be compiled into an annual report to be presented to the Mono County Board of Supervisors each year.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CAPC COORDINATION SERVICES**

TERM:

FROM: July 1, 2013 TO: June 30, 2015

Contractor shall submit quarterly financial reports including expenditures and allocation of expenditures. **Line Item changes:** Contractor may change budgeted amounts between line items within A. CAPC Coordinator Budget as warranted to accommodate needed program adjustments without first receiving County approval. However please notify County of line item changes and provide written justification for any line item change exceeding 30%. Notification may be sent via email or in writing. Contractor may **not** change the budgeted amount within B. Children’s Trust Fund Budget. FY 2014-15 Budget to be submitted by Contractor prior to the start of FY 2014-15.

A. CAPC Coordinator Budget - FY 2013-14

Personnel- Coordinator	SALARY	% TIME	Requested Budget	In-Kind Budget	TOTAL Budget
Mono CAPC Coordinator Salary	\$ 5,065	10% FTE	\$ 5,065	\$ -	\$ 5,065
Mono CAPC Coordinator Benefits	\$ 1,435		\$ 1,435		\$ 1,435
Total Personnel	\$ 6,500		\$ 6,500	\$ -	\$ 6,500
Operating Expense- Coordinator			Requested Budget	In-Kind Budget	TOTAL Budget
General Operating Expenses			\$ -	\$ 2,000	\$ 2,000
Office Supplies			\$ -	\$ 1,560	\$ 1,560
Travel: CAPC Coordinator Travel, all related expenses			\$ 1,360	\$ -	\$ 1,360
Media (CAPC Coordinator outreach media buys)			\$ 1,300	\$ -	\$ 1,300
Grant Administration			\$ -	\$ 2,500	\$ 2,500
In-Direct <10%			\$ -	\$ 872	\$ 872
Total Operating Expenses			\$ 2,660	\$ 6,932	\$ 9,592
			Budget Amount	In-Kind	Total Budget
TOTAL CAPC COORDINATOR EXPENSES			\$ 9,160	\$ 6,932	\$ 16,092

B. Children’s Trust Fund Budget - FY 2013-14

County Children’s Trust Fund (CCTF) Expenses	Requested Budget	In-Kind Budget	TOTAL Budget
Travel, Projects, and Service Expenditures related to Child Abuse Prevention that have been formally approved by action of the Child Abuse Prevention Council (CAPC)	\$ 3,000	\$ -	\$ 3,000

Total Combined Budget (A+B) - FY 2013-14

CAPC Coordinator and County Children’s Trust Fund Expenditures	Budget Amount	In-Kind	Total Budget
TOTAL	\$ 12,160	\$ 6,932	\$ 19,092



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Kathy Peterson, Social Services
SUBJECT	Program request submitted by the Child Abuse Prevention Council for use of CBCAP Funds		

AGENDA DESCRIPTION:

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

Request of the Mono County Child and Family Advisory Board to spend funds held in the County Children's Trust Fund; Agreement between Wild Iris and County of Mono to provide community services directed at preventing child abuse and neglect (CBCAP Funds).

RECOMMENDED ACTION:

Approve request to use County Children's Trust Fund monies in an amount not to exceed \$35,680.00 to fund child abuse prevention services provided by Wild Iris, as recommended by the Child and Family Advisory Board. Approve County entry into the proposed contract, and authorize Kathy Peterson, Mono County Director of Social Services, to execute the contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

FISCAL IMPACT:

The cost of the two year contract is \$35,680.00 (\$17,840.00 per year). All funding is State funding and accordingly, there is no cost to the County General Fund. There is sufficient appropriation in fund 238 for this expenditure.

CONTACT NAME: Kathy Peterson

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

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

SEND COPIES TO:
Kathy Peterson, Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [📄 Staff Report](#)
- [📄 Exh A R01-114](#)
- [📄 Exh B Draft CAPC Minutes](#)
- [📄 Exh C Agreement Wild Iris CBCAP](#)

History

Time	Who	Approval
9/17/2013 6:57 AM	County Administrative Office	Yes
9/19/2013 5:39 PM	County Counsel	Yes
9/19/2013 10:58 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: October 1, 2013

Re: Request of the Mono County Child and Family Advisory Board to spend funds held in the County Children's Trust Fund; Agreement between Wild Iris and County of Mono to provide community services directed at preventing child abuse and neglect (CBCAP Funds).

Recommended Action:

Approve request to use County Children's Trust Fund monies in an amount not to exceed \$35,680.00 to fund child abuse prevention services provided by Wild Iris, as recommended by the Child and Family Advisory Board. Approve County entry into the proposed contract, and authorize Kathy Peterson, Mono County Director of Social Services, to execute the contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

Fiscal Impact:

The cost of the two year contract is \$35,680.00 (\$17,840.00 per year). All funding is State funding and accordingly, there is no cost to the County General Fund.

Discussion:

In 2001 the Mono County Board of Supervisors (BOS) passed Resolution R01-114 creating the Mono County Child and Family Advisory Board (commonly known as the Mono County Child Abuse Prevention Council or CAPC) and establishing a County Children's Trust Fund. A copy of this Resolution is attached to this Staff Report as Exhibit A. In accordance with California Welfare and Institutions Code Sections

18966 et seq., the County Children's Trust Fund is funded through fees collected from Birth Certificates in addition to certain state funding known as the Community Based Child Abuse Prevention Grant (CBCAP).

Per state allocation methodology, since Mono receives less than \$20,000 in child birth certificate fees annually, Mono County must use the CBCAP funds it receives to bring the County Children's Trust Fund (CCTF) up to \$20,000. The CBCAP funds deposited into the CCTF must adhere to CBCAP Grant requirements.

California Welfare and Institutions Code section 18967 further provides that the funds held in the County Children's Trust Fund be used to fund programs that the CAPC feels meet the goals set forth above. Upon receipt of such recommendations, the Mono County BOS shall make the final determination as to what programs will be funded.

Last fiscal year, the Department of Social Services issued Requests for Proposals (RFPs) for Community Based Child Abuse Prevention (CBCAP) funds in the amount of \$28,813.00. Social Services conducted an evaluation and rating process of proposals received, and the CAPC recommended funding a child abuse prevention project submitted by Wild Iris. Based on the recommendation from the CAPC and Social Services, the Board of Supervisors awarded to Wild Iris CBCAP funds in the amount of \$28,813.00. The amount recommended by the department for continued funding of these services is \$17,840 per year for two years (FY 2013-14 and FY 2014-15).

In accordance with the draft Minutes of the September 9, 2013, CAPC meeting (Exhibit B), the Council recommends that funds held in the County Children's Trust Fund be used in part to provide continued funding to Wild Iris under the CBCAP Grant for FY 2013-14 and FY 2014-15.

The community-based services that Wild Iris provided during FY 2012-13 under the CBCAP funds addressed issues faced by the most vulnerable families, including those with children that are at risk of abuse or neglect. Wild Iris offered these services countywide, serving families in Coleville/Walker, Bridgeport, Benton, Lee Vining, and Mammoth Lakes.

Due to the success of these Wild Iris services during the first year of implementation (FY 2012-13), the on-going need for such services, and the continuation of State grant funding, the CAPC and the Department of Social Services recommends that the Board of Supervisors approve continued funding for the program for an additional two years. While the program was successful in year one implementation, continued funding will allow Wild Iris to refine and fully develop its programming to best meet the needs of clients, while sustaining access to services for families in their struggle for stability.

A copy of the draft Minutes of the above referenced CAPC meeting is attached to this Staff Report as Exhibit B.

The proposed Agreement between the County of Mono and Wild Iris for the provision of these services is attached to this Staff Report as Exhibit C.



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RESOLUTION NO. R01- 114

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONO COUNTY CHILD AND FAMILY ADVISORY BOARD AS ITS "DESIGNATED COMMISSION" THAT SHALL CARRY OUT THE PURPOSES OF ARTICLE 5 OF CHAPTER 11 OF PART 6 OF DIVISION 9 OF THE WELFARE AND INSTITUTIONS CODE (CHILDREN'S TRUST FUND), AND ESTABLISHING THE MONO COUNTY CHILDREN'S TRUST FUND

WHEREAS, a board of supervisors may designate an existing local voluntary commission, board or council (hereinafter referred to as "designated commission") in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund); and

WHEREAS, the designated commission must either be a commission whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services, or whose duties relate to human services; and

WHEREAS, when a board of supervisors designates such a commission, it shall also establish a county children's trust fund; and

WHEREAS, the duties of a designated commission include establishing criteria for determining those programs that shall receive funding from the children's trust fund, accepting and prioritizing proposals that meet such criteria, and making recommendations to the board of supervisors as to those proposals that the commission feels should receive funding; and

WHEREAS, the Mono County Child and Family Advisory Board is an existing local voluntary commission, board or council whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services;

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

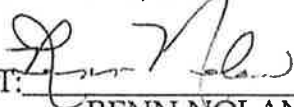
SECTION ONE: Pursuant to Section 18965 of the Welfare and Institutions Code, the Board hereby designates the Mono County Child and Family Advisory Board as its "designated commission" in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

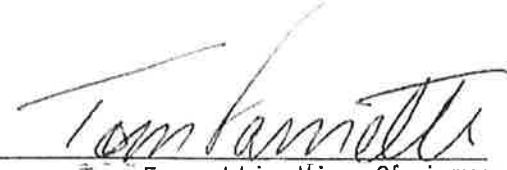
SECTION TWO: Pursuant to Section 18966 of the Welfare and Institutions Code, the Board hereby establishes the Mono County Children's Trust Fund. The Fund shall consist of such funds and be administered for such purposes as are specified by Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

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PASSED AND ADOPTED this 20th day of November, 2001 by the following vote:

AYES : Supervisors Cecil, Farnetti, Pipersky & Ronci
NOES : NONE
ABSTAIN : NONE
ABSENT : Supervisor Hunt

ATTEST: 
RENN NOLAN
Clerk of the Board


Tom Farnetti, Vice Chairman
Board of Supervisors

APPROVED AS TO FORM:


COUNTY COUNSEL

Mono County Child Abuse Prevention Council

Mono County Office of Education
451 Sierra Park Road, Mammoth Lakes, CA
September 9, 2013 12:00-1:00PM

DRAFT MEETING MINUTES

CAPC Members Present: Barbara Miller-MUSD Director of Husky Club, Susi Bains-Wild Iris, Alex Ellis-Department of Social Services (DSS).

Guests: Cindy Duriscoe-IMACA, Marlo Preis-DSS, Cristina Whitlock-Department of Behavioral Health, Molly DesBalliets-First 5, Curtis Hill-Probation, Jim Leddy-Mono County Administrative Officer (by phone).

CAPC Coordinator: Didi Tergesen- Mono County Office of Education.

1. **Call to Order:** The meeting was called to order by Chairperson, Barbara Miller at 12:02PM.
2. **Introductions**
3. **Public Comment:** Jim Leddy, Mono County CAO introduced himself and is in attendance to learn more about CAPC and offer partnership.
4. **Approval of Minutes:** Susi Bains motioned to approve the June 10, 2013 meeting minutes. Alex Ellis seconded the motion. No discussion. All approved. **Motion carried.**
5. **CAPC Membership:** Robyn Wisdom of IMACA resigned at the end of June. Cindy Duriscoe, Molly DesBalliets and Cristina Whitlock submitted letters of interest to serve on the CAPC. Susi Bains moved to approve Cindy, Molly and Cristina as new members of the CAPC. Alex Ellis seconded the motion. All approved. No discussion. **Motion carried.**
6. **Overview of Grant Funded Contracts:** Marlo Preis of Social Services provided an overview of programs that are funded by the Office of Child Abuse Prevention (OCAP). These contracts are for two-year terms (FY 2013-14 and FY 2014-15). The Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) contracts will not need to be voted on by the CAPC.
 - a. Wild Iris – PSSF funds in the amount of \$20,000 (\$10,000 per year for two years) provide programs and services that address the four requirements under the PSSF grant encouraging family preservation, support services, adoption and foster promotion and time sensitive family unification.
 - b. Wild Iris - CAPIT funds in the amount of \$70,328 (\$35,164 per year for two years) to continue Parenting and Co-parenting classes in Mono County.
 - c. First 5 Mono County - CAPIT funds in the amount of \$59,764 (\$29,882 per year for two years) to continue “Parenting as Teachers” program with their home visiting program.
7. **Recommend Grant Funded Contracts:** Marlo Preis shared the proposed contracts with Wild Iris and Mono County Office of Education for two year terms (FY 2013-14 and FY 2014-15) funded with County Children’s

Trust Fund (CCTF) and Community Based Child Abuse Prevention (CBCAP) funds. These contracts will need to be reviewed and voted on by the CAPC.

- a. Wild Iris – CBCAP/CCTF funds in the amount of \$35,680 (\$17,840 per year for two years). The CBCAP funds need to include Mental Health services, outreach and education, parent self-help/ follow-up services, and child abuse and neglect services. The contract is identical to last year with one significant change. The Wild Iris contract for FY 2013-14 and 2014-15 will have less funding available for Mental Health services. Susi Bains, Cristina Whitlock and Alex Ellis recused themselves from the vote. Cindy Duriscoe motioned to approve Wild Iris' contract. Barbara Miller seconded the motion. No discussion. All approved. **Motion carried.**
- b. Mono County Office of Education (MCOE) – CCTF funds in the amount of \$24,320 (\$12,160 per year for two years). CAPC coordination services will be the same as last year with two important changes. CCTF funds will be used to fund CAPC coordination instead of the CAPIT grant. An additional change will be that CAPC will now have their own budget of \$3,000 to fund child abuse prevention programs and services. The group will not need Board of Supervisors approval. Alex Ellis recused herself from voting. Cindy Duriscoe motioned to approve funding MCOE's contract. Barbara Miller seconded the motion. All approved. No discussion. **Motion carried.**

8. Program Updates:

- a. **Wild Iris** – CBCAP, PSSF and CAPIT Activities. Susi Bains shared the final progress report for 2013. Through CBCAP funds, Wild Iris supported mental health services to seventeen clients. Wild Iris provided English and Spanish parenting support groups to nineteen parents for thirty-six weekly group sessions. Addressing child abuse and prevention outreach, Wild Iris ran PSAs at four local radio stations during Child Abuse Prevention month. They experienced a 10% increase in child abuse reports for up to 3 months after the PSAs. Wild Iris also went on a local radio station to speak on child sexual abuse and child abuse and neglect. In addition, Wild Iris advocated for Mono County and the Town of Mammoth Lakes to adopt April as Child Abuse Prevention Month by presenting to the Board of Supervisors and Town of Mammoth Lakes. Seventy-five participants attended two Darkness2Light trainings, a program that focuses on education and prevention of child sexual abuse. Wild Iris had a booth at KidApolooza with information on how to report child abuse. Under the CAPIT and PSSF funding, fourteen parents completed parenting and co-parenting classes using the "Active Parenting Now" program. For family preservation and support, Wild Iris assisted five families who were at risk to have their child removed from home. The same families took advantage of services related to time limited family unification. Wild Iris is working in close collaboration with DSS on the promotion of adoption and outreach for foster parenting.

- b. First 5, Mono County – CAPIT Activities.** Molly shared data tracking child abuse trends in Mono County and the state. Molly is interested in the increase in reported child abuse cases for children age birth to one year old. She will look at this data to help guide First 5's programs. Molly shared that in the last year, First 5's Home Visitors have grown immensely in dealing with high needs homes. Through the CAPIT grant, First 5 will now be able to expand their "Parents as Teachers" program to serve families with children age one through five. Once approved by the First 5 Commission and Board of Supervisors, home visitors will attend a conference that will give them skills to retain high needs families, support father involvement and increase their support system.
- c. Advertising for Foster Parent Outreach –** Marlo spoke on the need to recruit foster parents and shared that Mono County currently has only one licensed temporary foster home. Many children have had to leave the county to be placed in foster care. Alex shared that there are five children in foster care currently. Wild Iris will be undertaking outreach efforts by presenting the need for foster parents at the Rotary, Lions and Mammoth Lakes Women's Clubs. Didi Tergesen shared a Foster Care Orientation Meeting flyer that will be sent home in all elementary school children's homework folders next week.
- 9. Update from CAPC Coordinator:** Didi invited everyone to attend a webinar on Resilience at 9:30AM, the 11th of September and shared that she will attend the State Child Abuse Prevention Summit in mid-October. She is excited to move forward with assisting DSS in foster care outreach. For outreach and education, Didi would like to do parenting tip PSAs. She requested CAPCs help and will send a google document with instructions. Molly shared that the Hospital has a TV channel that focuses on 60-second educational pieces put on by Parenting Counts called "inertercials".
- 10. Update on County Self Assessment (CSA)** Marlo shared that every five years the county is required to do a self assessment. The CSA was just completed and has been signed by all parties involved, but is waiting for final approval. DSS uses the CSA as a guide to help them decide which programs will fill the needs of the community. Didi will email the CSA to anyone who would like a copy.
- 11. Mono County CAPC Mission Statement: TABLED**
- 12. Set Meeting Calendar Adjourned and Location for Fiscal Year 2013-2014:** Group discussed winter parking as an issue at MCOE. The Mammoth Lakes Library is available and has ample parking. Group discussed having the two winter meetings (December and March) at the Library. June and September meetings will be located at the Mono County Office of Education. Molly motioned to approve the meeting locations. Susi seconded the motion. All approved. No discussion. **Motion carried.**
- 13. Next Meeting:** Next meeting is December 9, 2013 at the Mammoth Lakes Library from 12:00 – 1:00PM.
- 14. Meeting Adjourned, 1:06.**
- 15. Respectfully submitted** by Didi Tergesen, Mono County CAPC Coordinator.

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS WOMEN’S SERVICES
FOR THE PROVISION OF CBCAP SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the Community Based Child Abuse Prevention (CBCAP) services of Wild Iris Women’s Services of Bishop, Inc., of Bishop, California (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kathryn Peterson, whose title is Director of the Mono County Department of Social Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. 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 by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. **TERM.**

The term of this Agreement shall be from July 1, 2013, to June 30, 2015, unless sooner terminated as provided below.

3. **CONSIDERATION.**

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **\$17,840.00 per year that this Agreement remains in effect, nor \$35,680.00 during the entire term of this Agreement** (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit an invoice with a Quarterly Monitoring Report (set forth as Attachment C) to the County on a quarterly basis. Quarterly invoices and required reporting shall be due from Contractor on October 15, 2013 and 2014; January 15, 2014 and 2015; April 15, 2014 and 2015; and **July 10, 2014 and 2015. Please note the earlier than usual due date for the month of July.** The obligation to provide invoices and receipts shall survive the contract expiration date.

Upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work, the County shall make payment equal to one quarter of the contract limit to Contractor within 30 days of its receipt of the invoice and Quarterly Monitoring Report. Should the County determine that services or work have not been completed or performed as called for in the Scope of Work and/or should Contractor produce an incorrect invoice or monitoring report, the County shall withhold payment until the services and work are satisfactorily completed and performed and accepted by the County and/or the invoice or monitoring report is corrected and resubmitted.

F. Federal and State Taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The 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 identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, 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 that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such

policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

- B. Business Vehicle. If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.
- C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
- D. Subcontractors. Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements herein for Contractor.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, 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, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION.

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. TERMINATION.

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

Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) days written notice of such intent to terminate.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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 23 below.

18. 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 obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that 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 (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application

thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT.

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

24. NOTICE.

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

County of Mono:

Mono County Department of Social Services
ATTN: Kathryn Peterson, Director
PO Box 2969
Mammoth Lakes, CA 93546

Contractor:

Wild Iris Women's Services of Bishop, Inc.
ATTN: Lisa Reel, Director
PO Box 697
Bishop, CA 93515

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 executed in writing by the parties hereto.

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

COUNTY OF MONO

CONTRACTOR

By: _____
Kathryn Peterson, Director
Mono County Social Services

By: _____
Lisa Reel, Director
Wild Iris Women's Services of Bishop, Inc.

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND WILD IRIS WOMEN'S SERVICES OF BISHOP, INC. FOR THE PROVISION OF CBCAP SERVICES

TERM:

FROM: July 1, 2013 TO: June 30, 2015

SCOPE OF WORK:

CBCAP – Description of how funds should be used: The CBCAP funds should be used to target services to vulnerable families with children that are at risk of abuse or neglect. In general, CBCAP funds should support primary prevention programs and activities meant to impact families prior to allegations of abuse and neglect, and secondary prevention programs and activities that target families that have one or more risk factors including families referred to a child welfare hotline for abuse or neglect. These families include, but are not limited to, the following:

- Parents including pregnant or parenting teens who are dependents or wards of the court and whose child is not in care,
- Unaccompanied homeless youth,
- Homeless families and those at risk of homelessness,
- Adult former victims of child abuse and neglect, or domestic violence.

Tertiary prevention includes families that have already demonstrated the need for intervention and have an open child welfare case. These families are **not eligible** for services under the CBCAP program.

For a complete description of allowable services under the CBCAP Program, refer to the California Department of Social Services, Office of Child Abuse Prevention, Funding for Child Abuse Prevention Programs (<http://www.childsworld.ca.gov/PG2287.htm>).

Contractor shall perform and/or provide the following Community Based Child Abuse Prevention (CBCAP) services and programs:

1. Mental Health Services: Contractor shall use an assessment tool used to determine qualifications and benefits of long term mental health services in the prevention of child abuse and neglect. In accordance with the assessment tool, 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. Such mental health services shall be provided to families as intervention and prevention of child abuse and neglect. Contractor shall pay for such mental health services referred and provided. Such services shall be culturally relevant.

2. Outreach, Education, Parent Self help and Follow Up Services: Contractor shall establish parent support groups focusing on prevention of child abuse and neglect. Such parent support groups shall provide a vehicle for education, training, mutual aid and parents' support, reduction of isolation, and coordination of community services. The support groups will further be used for the purpose of outreach and follow up services for isolated and vulnerable families at risk. Such support groups will be offered to various cultural and ethnic groups in the community.

3. Child Abuse and Neglect Prevention Activities: Contractor shall provide public and community information to educate the community regarding personal safety and respect within the context of child abuse and neglect prevention. This will include child abuse reporting and promotion of awareness regarding child abuse, and how to identify report such suspected abuse. Contractor shall use various public media tools such as radio ads, newspaper articles, flyers, to provide such community information and education. Contractor shall provide this information and education to various cultural and ethnic groups in the community.

Contractor will make adjustments to service and program delivery in response to participant and community needs, as appropriate. All programs will be culturally competent and appropriate.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS WOMEN'S SERVICES OF BISHOP, INC.
FOR THE PROVISION OF CBCAP SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2015

Contractor shall submit quarterly financial reports including funding, costs, expenditures and allocation of expenditures for this program. **Line Item changes:** Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. However please notify County of line item changes and provide written justification for any line item change exceeding 30%. Notification may be sent via email or in writing. FY 2014-15 Budget to be submitted by Contractor prior to the start of FY 2014-15.

FY 2013-14

CBCAP BUDGET AND NARRATIVE

CBCAP - PERSONNEL EXPENSES FY 2013-14

POSITIONS	SALARY	% TIME	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
Task: Mental Health					
Director of Programs: 1hr/wk for 40 wks and 15 for reporting	65,769	2.6%	\$ 1,710		\$1,710
Task: Parenting Groups					
Crisis Counselor/Educator: 1x/wk at 1.5 hrs ea for 40 wks	31,012	2.8%	\$ 868		\$868
Director of Programs: 1hr/wk	65,769	2%	\$ 1,315		\$1,315
Task: Community Referrals					
Director of Programs: 1hr/wk for 48 wks	65,769	2%	\$ 1,315		\$1,315
Task: Advertising					
Communications Coordinator: 1hr/wk for 52 wks	33,696	2%	\$ 674		\$674
Administering Programs					
Executive Director: 2 hr/mo	86,445	<1%		\$ 788	\$788
Associate Director (Fiscal): 2 hr/mo+year end invoicing 10hrs	65,769	2%		\$ 1,315	\$1,315
Fiscal Assistant: 3 hrs/mo+yr end	38,556	2%	\$ 771		\$771
Total Salaries			\$ 6,653		\$6,653
Total Benefits (30% of salary includes Unemployment Ins, FICA, Health and Dental, and Workers Comp)			\$ 1,996		\$1,996
Total Personnel Expenses		2%	\$ 8,649	\$2,103	\$10,752

Continued on next page.

CBCAP - OPERATING EXPENSES FY 2013-14

	Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
General Operating Expenses (rent, telephone, utilities)	\$ 1,000		\$1,000
Office Supplies—printing and duplicating	\$ 86		\$ 86
Educational Materials	0		0
Travel—Mileage for parenting groups (1 employee x 40wks x 82mi (round trip from Bishop) x .565/mi)	\$ 400		\$400
Media—Advertising	\$ 1,305		\$1,305
Consultants	0		0
Other Expenses: Mental Health Professionals @ avg of \$80 each for 4 clients for 20 weeks	\$ 6,400		\$6,400
Total Operating Expenses	\$9,191		\$9,191

CBCAP - TOTAL BUDGET FY 2013-14

Requested Budget Amount	In-Kind Budget Amount	TOTAL Budget Amount
\$17,840	\$2,103	\$19,943

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF MONO AND WILD IRIS WOMEN'S SERVICES OF BISHOP, INC. FOR THE PROVISION OF CBCAP SERVICES

TERM:

FROM: July 1, 2013

TO: June 30, 2015

Contractor shall submit quarterly monitoring reports using the following Quarterly Monitoring Report Template:

Quarterly Monitoring Report Template

SECTION 1:

1. Name of Service Provider and Program:
2. What type of service/program does this provider deliver?
3. Describe the population served:
4. List other funding source(s) that support this service/program:
5. List and describe the county "unmet or continued need" identified within the CSA or OCAP plan which justifies the funding of this service/program:
6. Specify the tool(s) utilized and how the tool(s) was used to evaluate the service/program's effectiveness. Effectiveness should be measured by using a tool(s) inherent to or developed specifically for a participant in the service/program to measure the change or progress made by the participant (micro level). This tool can be a document, equipment, observation, etc.:
7. Discuss the progress achieved by this service/program toward meeting the need as identified in Question Number 5. Progress can be reported as a change in (1) an outcome as defined in the Children and Family Services Review, (2) child welfare participation rates, (3) a change in demographics or systemic factor or (4) other. Include aggregated quantitative and/or qualitative data in the response:
8. Participant Demographics: (please use chart below to describe demographics)

Participant Demographics

Referral Source	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Total				

High Needs Categories (if applicable)	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Total				

Participant Race/Ethnicity	Quarter 1	Quarter 2	Quarter 3	Quarter 4
White				
Hispanic				
Multi-racial				
Unknown				
Pacific Islander				
Total:				

Primary Language	Quarter 1	Quarter 2	Quarter 3	Quarter 4
English				
Spanish				
Total:				

Town of Residence	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Benton				
Bridgeport				
Chalfant				
Coleville				
Crowley				
June Lake				
Lee Vining				

Mammoth				
Walker				
Other:				
Unknown				
Total:				

9. Next Steps: (describe your activities for the next quarter/period, including any program improvements)

10. How was client satisfaction measured? Please include copies of surveys or other tools used to measure client satisfaction.

SECTION 2: In-kind contributions this quarter: (please describe)

SECTION 3: [Optional] Please share any unexpected positive or negative outcomes, and any unmet community needs, discovered through providing these services.

//////////////////// NOTHING FOLLOWS //////////////////////////////////////



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes (5 minute presentation, 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Kathy Peterson, Social Services
SUBJECT	In-Home Supportive Services Advisory Board Stipend, Terms, and Appointment		

AGENDA DESCRIPTION:

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

Request Board of Supervisors action to set new, confirm existing, or eliminate IHSS Advisory Board meeting stipend; set IHSS Advisory Board membership terms; and appoint Mr. Robert Williams of Bridgeport to serve on the IHSS Advisory Board.

RECOMMENDED ACTION:

The Department of Social Services requests the Mono County Board of Supervisors consider the following three actions related to the IHSS Advisory Board: 1) Set new, re-confirm existing, or eliminate Advisory Board meeting stipend; 2) Set three-year staggered terms for Advisory Board members; and 3) Appoint Mr. Robert Williams of Bridgeport to the In-Home Supportive Services (IHSS) Advisory Board, to serve a three-year term, commencing on October 1, 2013, and terminating on September 30, 2016.

FISCAL IMPACT:

No general funds are involved. Funding is provided by the State through the IHSS administrative allocations process.

CONTACT NAME: Kathy Peterson

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

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

SEND COPIES TO:

Kathy Peterson, Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Staff Report](#)

 [Exh A Minute Order RE IHSS Adv Board Creation](#)

History

Time	Who	Approval
9/17/2013 6:59 AM	County Administrative Office	Yes
9/19/2013 5:28 PM	County Counsel	Yes
9/19/2013 11:04 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: October 1, 2013

Re: In-Home Supportive Services (IHSS) Advisory Board

Recommended Action:

The Department of Social Services requests the Mono County Board of Supervisors consider the following three actions related to the IHSS Advisory Board: 1) Set new, confirm existing, or eliminate Advisory Board meeting stipend; 2) Set three-year staggered terms for Advisory Board members; and 3) Appoint Mr. Robert Williams of Bridgeport to the In-Home Supportive Services (IHSS) Advisory Board to serve a three-year term commencing on October 1, 2013, and terminating on September 30, 2016.

Fiscal Impact:

No general funds are involved. Funding is provided by the State through the IHSS administrative allocations process.

Discussion:

The In-Home Supportive Services (IHSS) Program helps pay for services so that persons can remain safely in their own home. To be eligible, recipients must be over 65 years of age, or disabled, or blind. Disabled children are also eligible for IHSS. IHSS is considered an alternative to out-of-home care, such as nursing homes or board and care facilities.

Welfare and Institutions Code 12301.1 (et seq) required the establishment of IHSS Advisory Committees (aka Boards) in each of the 58 counties to perform the following functions: (1) submit recommendations to the county board of supervisors on the preferred mode or modes of service to be utilized in the county for in-home supportive services and (2) provide ongoing advice and recommendations regarding IHSS services to the county board of supervisors, any administrative body in the county that is related to

the delivery and administration of services, and the governing body and administrative agency of the public authority, nonprofit consortium, contractor and public employees.

The Mono County Board of Supervisors established the Mono County IHSS Advisory Board on May 7, 2002, and approved the recruitment and selection of five (5) individuals to serve on the Board. A copy of the Minute Order related to the action (#M02-78) is attached to this Staff Report as Exhibit A. The Board was designed to have a majority of consumers of in-home based services. The other members may be caregivers, advocates for senior and disabled adults or children, or interested community members. A representative from the Social Services Department serves as non-voting member. The Advisory Board generally meets quarterly on the second Tuesday of January, April, July and October. Of the four IHSS Advisory Board meetings during the year, three are held in Bridgeport and one in Benton.

The current Advisory Board members are: Elizabeth Petrunak of Twin Lakes, IHSS Provider; Toni Doman of Crowley Lake, Consumer Advocate; and Megan Foster of Walker, Social Services Designee. There are two vacancies.

In 2007-08, the State allocated \$52,996 per county to support Advisory Committee functions. Since funding is provided by the State through the IHSS administrative allocations process, county welfare departments are held responsible for the oversight and approval of Advisory Committee expenditures. Costs that may be claimed for Advisory Committee expenditures include, but are not limited to, stipends, travel, training, mileage, conference fees and supplies. The Social Services Department contracts with Community Service Solutions of Walker to facilitate Advisory Board meetings.

Advisory Committee members are reimbursed actual and necessary expenses incurred while performing their official duties. In addition, members currently receive a \$100 stipend per Board meeting for their participation, whether they attend in-person or by phone.

- 1) The Department requests that the Board of Supervisors review the current policy by which stipends are offered to IHSS Advisory Board members for meeting attendance. Does the Board wish the department to continue to provide a stipend? If so, at the current level of \$100 per member per meeting, or some other amount? The State has reduced the funding in support of Advisory Committee functions from \$52,996 per year, per county to \$5,916 per year. The decision to provide a \$100 stipend for participation was made prior to the reduction in annual funding. Now that the County receives only \$5,916 per year, a smaller stipend, if any, may be more appropriate, should the County wish to continue providing such a stipend.
- 2) The Department requests that the Board of Supervisors set three-year staggered terms for Advisory Board members. The Welfare and Institutions Code does not specify Advisory Board membership terms, and none have been set for the Mono Advisory Board. This is at the discretion of the Board of Supervisors.
- 3) The Department requests that the Board of Supervisors appoint Mr. Robert Williams of Bridgeport to the In-Home Supportive Services (IHSS) Advisory Board to serve a three-year term commencing on October 1, 2013, and terminating on September 30, 2016. Mr. Williams will serve under the category of an In-Home Based Services Consumer.

**OFFICE OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517
(760) 932-5215**

Renn Nolan
Clerk of the Board

Christy Robles
Assistant Clerk

**MINUTE ORDER
M02-78**

TO: Social Services

FROM: Board of Supervisors

SUBJECT: AB1682 Advisory Board for In-Home Supportive Services

Regular Meeting May 7, 2002

ACTION:

Approve recruitment and selection of five (5) individuals to serve on an AB 1682 Advisory Board as required to establish an Employer of Record for the In-Home Supportive Services Program as mandated in AB 1682.

(Cecil/Ronci 4-0 Absent: Hunt)

Cc: Clerk of the Board
County Administrative Officer
Auditor



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS	Behavioral Health		
TIME REQUIRED	15 (5 minute CSAC Staff Presentation, 5 minute staff comments, 5 minute Board discussion and photo)	PERSONS APPEARING BEFORE THE BOARD	Farrah McDaid Ting (CSAC), Jim Leddy and Robin Roberts
SUBJECT	California State Association of Counties Awards Presentation		

AGENDA DESCRIPTION:

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

Awards presentation by the staff of the California State Association of Counties for Mono County being selected as one of the 2013 CSAC Challenge Award recipients.

RECOMMENDED ACTION:

Receive CSAC Award and congratulate the staff for their efforts to bring recognition to Mono County services.

FISCAL IMPACT:

No impact from this item.

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

- [2013 CSAC Challenge Award Application](#)
- [California State Association of Counties 2013 Challenge Award](#)

History

Time	Who	Approval
9/9/2013 2:45 PM	County Administrative Office	Yes
9/24/2013 10:52 AM	County Counsel	Yes
9/19/2013 10:01 AM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

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

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

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

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrative Officer
Date: September 9, 2013

Subject:
California State Association of Counties 2013 Challenge Award

Recommendation
Accept reception of the 2013 CSAC Challenge Award for the Mono County Program

Background
The California State Association of Counties hosts an annual statewide program that honors innovation in county government. This year, CSAC received more than 200 Challenge Award entries in its four population categories. An independent panel of judges with expertise in county programs and challenges selected the award recipients.

This year all Mono County Departments were encouraged to submit innovative programs for consideration. Behavioral Health submitted the Pioneers in a Frontier County program for consideration. Mono County won a 2013 CSAC Challenge Awards for this program and was the only county in its size category (50,000 or less people) which did in the entire state.

CSAC staff person Farrah McDaid Ting will be on hand to present the award to the Board and staff. In addition, CSAC will help the County publicize this award and the innovative program which garnered it.

Discussion
There is no discussion associated with this item.

Fiscal Impact
There is no fiscal impact from this item.

Taking on Health Care Reform: Pioneers in a Frontier County

Robin K. Roberts, MFT, Director of Mono County Behavioral Health, 760.924.1740

rroberts@mono.ca.gov

Here at Mono County Behavioral Health we have a staff of 16 to serve our Frontier Mono County—population 14,300, we were hearing about Health Care Reform and the Affordable Care Act through all of our contacts with State and Federal agencies. We knew had an opportunity to create a unique, very small county response. As an organization, we had just taken on new leadership and were eager to find our identity. We wanted to create partnerships with county and other agencies; we believed that collaborative efforts would benefit staff and clients greatly. We had vision, we had tremendous enthusiasm, and we had a goal—but where to start? How to get there?

With the help of the Small County Care Institute (SCCI) through CiMH, we began our project: to have all Mono County Behavioral Health consumers connected with Primary Care and to have all MCBH staff educated about the effects of chronic diseases on their clients. In other words, to embrace and include in or daily practice the Triple Aim: improve the health of the population, enhance the patient experience of care (including quality, access, and reliability), reduce, or at least control, the per capita cost of total healthcare. The task seemed almost insurmountable, certainly overwhelming, and the results were beyond our wildest expectations. Statistics show us that consumers of County Mental Health systems, people with Severe Mental Illness, have a life expectancy that is 25 years less than an average American. 25 years! We had seen the death of six consumers over a two year period and felt the impact of a statistics in a deeply personal way. From there we launched the first of our changes: take and record the blood pressure of each consumer who walked into our office, whether they were volunteer or mandated and ask them if they have a Primary Care Provider, whether they use tobacco products and how much they exercise each day. Simple data collection, right? Turns out, this prompted many important questions from consumers and staff—what are we up to? I thought mental health was separate from physical health? What do high BP numbers mean? Can you help me access Primary Care?

What looked like a simple act of putting the blood pressure cuff on a client's arm and writing a few numbers down was in fact an information exchange that created a learning curve for both the consumer and the staff. Suddenly there was talk about how blood pressure relates to stress and how depression is elevated by daily activity. But more importantly, we saw from our survey, that our client satisfaction and the client's perceived wellness increased tenfold. Why? We believe that the increased contact and connection along with weekly engagement about the body and how physical health influences mental health (and vice versa) is the key.

Adding in weight and height for a BMI calculation was relatively easy from this point and we now have deepened our conversation about how we can “attach the head to the body” by treating each of our clients with the Whole Person Wellness approach.

To further our integration with our Physical Health Care colleagues, we created a Release of Information form that allows us to share pertinent information regarding our client’s wellness. We found out from Primary Care that they needed a referral system, from them to us, that included a “warm hand off” so their patient did not “fall through the cracks” on their way to our offices. We used our Case Managers to respond to this need and have successfully managed to engage each Primary Care referral into our system of care.

The cost was minimal. Basically for the price of a couple blood pressure cuffs, a scale and a book to write down the data, we were able to complete all tasks. Staff time was re-directed to this project, and with the results of a more comprehensive level of care we have had fewer psychiatric hospitalizations and in general clients are practicing self-management skills to a much higher degree. Of course, changing our culture to reflect our deeply held belief that all clients deserve access to quality health care was at the heart of this project. What we learned is that quality and accessibility begins with us.

What’s next? Currently we are working on a referral form for our office to refer clients to Primary Care. We are working with our Emergency Department to work closely with their staff so we can get immediate referrals for their “frequent flyers” who have Substance Use Disorders. We have regular meetings with our Social Services, Health Department and any other entity that is involved with patient/client care in order to move us toward a truly integrated health care system that does not flinch when thinking that a person is, in fact, a body with a head attached.

In short, Mono County Behavioral Health has used Health Care Reform as a jumping off platform to engage with our clients in care that makes sense. We have found our identity as an agency and now have all of our care reflect quality, access and reliability.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	October 1, 2013	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	45 minutes (15 minute staff presentation, 30 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Farrah McDaid Ting, Representative of the California State Association of Counties
SUBJECT	California State Association of Counties Legislative Issues Report		

AGENDA DESCRIPTION:

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

Presentation by Farrah McDaid Ting, the California State Association of Counties regarding recent passage of State Budget as well as other issues which could impact Mono County from the end of the 2013 portion of the State Legislative Session.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

No fiscal impact.

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

- [CSAC Budget Bulletin](#)
- [CSAC End of Session Report Cover Memo](#)
- [CSAC End of Session Briefing Memo](#)

History

Time	Who	Approval
9/17/2013 4:57 PM	County Administrative Office	Yes
9/24/2013 10:19 AM	County Counsel	Yes
9/19/2013 9:36 AM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

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

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

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

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrative Officer
Date: September 16, 2013

Subject:

California State Association of Counties (CSAC) End of Legislative Session report.

Recommendation

Accept presentation from Farrah McDaid Ting on behalf of the California State Association of Counties on the end of the 2013 portion of the state legislative session, the recent state budget as well as other issues of import to Mono County.

Background

The California State Association of Counties is the statewide association which represents all 58 California counties in state legislative matters. Each county appoints a Supervisor to the CSAC Board of Directors and Supervisor Larry Johnston is currently Mono County's representative.

Discussion

The Board has expressed a strong interest in strengthening County efforts to impact any state policy decisions which might impact Mono County services. Mono County strives to provide superior public services efficiently and effectively and state funding and policy decisions greatly impact the County's ability to provide these services.

With recent passage of the state budget, this presentation will provide an opportunity for an update from CSAC and information sharing on Mono County issues.

Fiscal Impact

There is no direct fiscal impact from this item.



**2012-13 State Budget
Week of June 16, 2013**

June 17, 2013

TO: CSAC Board of Directors
County Administrative Officers
CSAC Corporate Associates

FROM: Matt Cate, CSAC Executive Director
DeAnn Baker, Director of Legislative Affairs

RE: **Budget Action Bulletin No. 1**

Over two days, the Senate and Assembly considered the 2013-14 Budget Bill and trailer bills, marking the first time since 1986 that the full state budget was approved by the constitutional deadline of June 15. In order for bills to be in print for 24 hours, the Legislature’s actions on a handful of trailer bills, including AB 85, which contains the county provisions related to Medi-Cal expansion, was delayed until Saturday, June 15 (cutting it close for one legislator who was scheduled to be married that afternoon and another who was to attend his son’s wedding). In all, 21 bills were approved, with one bill set for hearing on Monday, June 17.

CSAC staff continues to review the contents of trailer bills, but we summarize the major provisions of each in this Budget Action Bulletin. There will be significant implementation work to come, particularly with the Medi-Cal expansion, so our work is not done. Please don’t hesitate to contact CSAC staff if we can be of assistance.

2013-14 BUDGET TRAILER BILLS

Bill number	Content
AB 110	2013-14 Budget Bill
AB 74	Human Services <ul style="list-style-type: none"> • Changes to CalWORKS, CWS, community care licensing, and IHSS
AB 75	Alcohol and Drug Programs

Bill number	Content
	<ul style="list-style-type: none"> Provisions necessary to carry out elimination of Department of Alcohol and Drug Abuse Programs
AB 76	General Government No. 1 <ul style="list-style-type: none"> Local government mandate provisions and changes to state government operations
AB 77 SB 72	Resources and Environmental Protection* <ul style="list-style-type: none"> Various changes to budget items for Resources Agency departments, changes to beverage container recycling financing structure, and oversight provisions for California Public Utilities Commission
SB 73	Proposition 39 Implementation <ul style="list-style-type: none"> Provisions implementing California Clean Energy Jobs Act (Proposition 39)
SB 74	Corrections <ul style="list-style-type: none"> Changes to composition of BSCC, addition of corrections health care undersecretary, and other technical changes
SB 75	Courts <ul style="list-style-type: none"> Revisions to SB 678 funding methodology, changes to courts' reserve policy, fee changes, and operational efficiencies
SB 76	Public Safety <ul style="list-style-type: none"> Technical and corrective changes to SB 1020 (2012 fiscal structure bill for 2011 Realignment programs), notice requirements for CDCR regarding operational changes that affect counties, provisions requiring transmittal of PRCS health information, and changes to regulatory responsibilities for remote caller bingo
AB 82	Health <ul style="list-style-type: none"> Various statutory changes to health programs, including partial restoration of Medi-Cal adult dental and nutritional benefits
SB 78	MCO Tax <ul style="list-style-type: none"> Reauthorization of fee paid by Medi-Cal managed care plans
AB 85	Medi-Cal expansion <ul style="list-style-type: none"> Mechanism for calculating county savings for three types of counties, modification of 1991 Realignment structure
AB 86	K-12 Education <ul style="list-style-type: none"> Funding provisions for K-12 education programs
SB 82	Mental Health

Bill number	Content
	<ul style="list-style-type: none"> Provisions to enact the Mental Health Wellness Act that expands capacity building and provides crisis care intervention services
AB 89	Developmental Services <ul style="list-style-type: none"> Provisions related to Department of Developmental Services, including master plan requirements
SB 85	Transportation <ul style="list-style-type: none"> Debt services and transportation bond structure provisions, framework for high-speed rail utility work
AB 92	General Government #2 <ul style="list-style-type: none"> Housing and infill development grant provisions, clarification of local revenue shifts under triple flip
AB 94	Higher Education <ul style="list-style-type: none"> Creation of middle class scholarship, various provisions for UC and CSU budgets, and performance measures
SB 89	2012-13 Supplemental Appropriations <ul style="list-style-type: none"> Deficiency appropriation for current fiscal year
AB 97	Local Control Funding Formula <ul style="list-style-type: none"> Modified K-12 financing structure
AB 98	Seismic Safety Fee <ul style="list-style-type: none"> Permanent fund source for Seismic Safety Commission
AB 100 SB 94	Coordinated Care Initiative* <ul style="list-style-type: none"> Various changes to CCI, including delinking of duals demonstration project and reintegration of long-term support into Medi-Cal managed care
ACA 8	Local Government Infrastructure Financing <ul style="list-style-type: none"> Lower vote threshold for taxes and debt for local infrastructure and public safety facilities

***These trailer bills have not yet been passed by the Legislature.**

2011 Public Safety Realignment technical adjustments

As outlined below, a variety of corrective and clarifying provisions have been enacted as part of the budget to advance the successful implementation of AB 109.

- SB 1020, the 2011 Realignment fiscal structure bill enacted in 2012, provides direction to the state controller to assign overall growth to the various law enforcement subaccounts only in 2012-13. SB 76, the Public Safety trailer bill, corrects this oversight and clarifies that growth is to be distributed to the subaccounts using the same specified percentage shares in all future fiscal years.
- SB 76 specifies that the various law enforcement subvention programs funded out of the Enhanced Law Enforcement Activities Subaccount (ELEAS) within 2011 Realignment are to receive monthly allocations – rather than quarterly disbursements, as set out in current law. Programs affected by this change affect the Citizens’ Option for Public Safety (COPS), the Juvenile Justice Crime Prevention Act, booking fee replacement revenue and rural and small sheriffs grants, among others.
- SB 76 also specifies that mandatory supervision begins immediately upon release from county jail to avoid any potential gaps in supervision.
- In anticipation of the courts’ assumption of the revocation process for parolees beginning July 1, 2013, SB 76 clarifies that for parolees either, 1) the court in the county of supervision or 2) the court in the county in which an alleged violation of supervision has occurred has jurisdiction to hear a revocation motion or petition. SB 76 also specifies that for all locally supervised offenders the court in the county of supervision has jurisdiction to hear a revocation motion or petition.
- SB 76 additionally details a process to manage circumstances in which persons are misclassified when released to post-release community supervision (PRCS) or parole. Specifically, it provides that any person released to either to parole or PRCS shall remain – after having served 60 days or more of supervision – under the jurisdiction of the department providing supervision, even if a different determination regarding jurisdiction is subsequently made.
- The public safety trailer bill also requires the corrections secretary of the California Department of Corrections and Rehabilitation (CDCR) or a designee to provide notification to the statewide associations of counties, sheriffs, and probation chiefs regarding any planned changes to prison reception center and parole office operations.

- To ensure full and timely communication regarding specified medical, mental health, and other clinical needs of state prisoners being released to PRCS, SB 76 contains provisions regarding the transfer of a standard set of healthcare information, consistent with HIPAA.
- SB 76 also permits the sheriff to award two-for-one credits for jail inmates who participate in in-custody work or job training programs.

CCP planning grants

The main Budget Bill (AB 110) contains a \$7.9 million General Fund appropriation to provide planning grants to local Community Corrections Partnerships (CCPs). The fixed amount grants will be allocated as in previous years, with a specified amount of \$100,000, \$150,000, or \$200,000 designated based on a county's population. A county's receipt of a CCP planning grant is conditioned upon a report being submitted to the Board of State and Community Corrections (BSCC) detailing progress in implementing the local CCP plan. The BSCC is directed to work with the Department of Finance (DOF) to develop the format of the report.

SB 678—Community Corrections Performance Incentive Act

The Courts budget trailer bill (SB 75) includes language to update the methodology for calculating counties' SB 678 performance grants. The revised formula contains a new element – felony probation failures resulting in jail incarceration; reflects a change in the 2012 marginal rate for state prison inmates; and adds a third performance tier for incentive payments. As a result, the formula-driven funding is expected to produce just over \$107 million in 2013-14 for county probation departments, reflecting an augmentation of \$72.1 million over the January budget proposal.

Reentry and Community Transition Pilot Program

AB 110 commits up to \$5 million of existing corrections funding to support a three-year Reentry and Community Transition pilot program with four specified counties (Los Angeles, Marin, San Diego and San Francisco). Under the pilot, CDCR is authorized to enter into contracts pursuant to Penal Code 4115.56 for reentry purposes. Each county would be permitted to serve up an average daily population of 56, with a required risk and needs assessment for each participant. Individualized treatment and rehabilitation plans would be required, as would specified evidence-based services and programs. Participating counties would submit a report annually to the Legislature and DOF, with specified elements and outcome measures.

Long-term offender proposal

As updated previously, the budget does not address the issue of long-term jail offenders. Counties will recall that the Governor's May Revision outlined a concept that would permit a swap of long-term county jail offenders for shorter-term prison inmates that maintains population and cost neutrality given the state's budget and federal-court population reduction order constraints. The concept outlined other elements, including: 1) granting new authority to existing county parole boards for determining whether long-term offenders should be sent to state prison, but only after the inmate has served three years in a county jail and, 2) creating a presumption for split sentences. The specific mechanics of the proposal were not finalized within the timeframe the budget was concluded, so discussions will continue in the near-term. The Administration has emphasized that it remains committed to finding a mechanism to resolve this issue by the end of this legislative year.

Corrections

The Corrections trailer bill, SB 74, contains various provisions of interest to counties related to corrections, CDCR, and BSCC, detailed below.

- A change in the composition to the BSCC effective July 1, 2013, will add a thirteenth member to the BSCC. The chair of the BSCC – appointed by the Governor and approved by the Senate – will now serve full time, with the corrections secretary serving prospectively as a voting member of the board.
- To address a potential conflict of interest issue raised earlier this year, the Corrections trailer bill clarifies that members of a BSCC committee – specifically meant for Executive Steering Committee – has no financial interest and therefore may participate in awarding contracts and bond financing.
- The Corrections trailer bill also corrects an erroneous code section reference codified in SB 1022 (2012) related to the \$500 million jail construction grant program.
- A \$15.4 million increase in CDCR funding will permit a significant increase in fire camp work crews relying on state prison inmates. Counties will recall that following AB 109 implementation, there was a concern that the state would have insufficient lower-level prison inmates to sustain fire camp services, and CDCR's budget was reduced accordingly. However, CDCR has implemented changes in classification systems and identified a sufficient number of inmates to maintain current fire camp levels.

- The Corrections budget trailer bill also establishes an administrative structure – including a new corrections undersecretary and related staffing – to support the future transition of inmate health care back to the state from the federal receiver.
- A dedication of \$6.6 million is included in the budget to support an initiative to reduce drugs and other contraband in the prisons.

Judicial Branch

The budget approved by the Legislature contains a \$60 million restoration to the judicial branch, which will partially offset the ongoing reductions the courts were facing due to previous years’ budget actions.

SB 75, the Judicial Branch trailer bill, also contains provisions meant to offer the courts additional revenue authority and flexibility to best operationalize previous budget actions. Among the provisions:

- An increase from \$10 to \$15 for mailing a plaintiff’s claim in a small claims action;
- The specification that court reporting fees for proceedings lasting less than one hour shall be distributed to the court in which the fee was collected.
- Relief for collecting entities from the requirement to provide a Social Security number to the Franchise Tax Board in the context of the Tax Intercept Program.
- The requirement that the courts on an ongoing basis publicly present their local budget plan, with an opportunity for public input.
- Various revisions to timing and frequency of trial court audits.
- The requirement for an evaluation of the Long Beach Courthouse project, which is being completed through a public-private partnership.

Other public safety items of interest. AB 110 contains a second round of grants to city police agencies, augmented in 2013-14 to \$27.5 million statewide.

AGRICULTURE AND NATURAL RESOURCES

Both the Senate and the Assembly took up respective versions of AB 77 and SB 72, the Resources and Environmental Protection trailer bills. However, neither took up the bills for concurrence and, therefore, neither has yet passed. It is expected that one of the vehicles will be taken up this week and sent to the Governor for signature. The following programs were included in those trailer bills:

- **Property Assessed Clean Energy Program (PACE)**

Included in the trailer bills is a provision that would require the California Alternative Energy and Advanced Transportation Authority to develop and administer a risk mitigation program for Property Assessed Clean Energy (PACE) loans. PACE is a financing mechanism to help fund residential and commercial energy efficiency, water conservation, and renewable generation improvements to existing homes and business properties via a special voluntary property tax assessment. In 2010, the Federal Housing Financing Authority (FHFA) objected to the senior lien status that PACE financing shares with other property taxes and assessments and took steps to stop residential PACE. FHFA issued a statement advising Fannie Mae and Freddie Mac to avoid buying mortgages with PACE assessments. These actions almost entirely stalled the development of residential PACE programs and put communities with existing programs at risk. Since that time, multiple efforts have been made to reverse this ruling, including litigation. The provision included in the Resources trailer bills would address this issue by establishing a risk mitigation program for PACE loans, which would provide financial assistance in the form of a loss reserve to financial institutions or insurance companies providing loans or insurance policies to facilitate the installation of PACE energy efficiency improvements.

- **Department of Fish and Wildlife & Delta Stewardship Council**

The Resources trailer bills would additionally require monies received in the Wildlife Restoration Fund from agricultural leases to be expended by the Department of Fish and Wildlife for the purposes of managing, maintaining, restoring, or operating lands owned and managed by the department. Finally, the bills include a provision that would eliminate the term limits on the seven voting members of the Delta Stewardship Council. Of the seven, four are appointed by the Governor, one each by the Senate and Assembly, and the seventh is the Chair of the Delta Protection Commission.

CSAC will apprise counties of the action taken on AB 77 and SB 72.

Cap and Trade and Proposition 39

The Legislature approved the Governor's \$500 million loan from Cap and Trade auction revenues to the State's General Fund. In the weeks leading up to the budget compromise, the Legislature did express concern with the Governor's loan proposal and the Assembly Budget Committee approved a limited \$100 million appropriation for the 2013-14 fiscal year, only to be voted down by the Budget Conference Committee. It is

ACTION

anticipated that a more detailed investment plan will take shape over the next year with an expenditure plan for auction revenues to be included in next year's budget.

The Legislature also approved SB 73, the Budget trailer bill related to Proposition 39 funding. The bill allocates all Proposition 39 revenues dedicated for energy efficiency to schools and community colleges. Proposition 39 requires out-of-state businesses to calculate their California income tax liability based on the percentage of their sales in California and dedicates up to \$550 million annually for five years to fund projects that "create energy efficiency and clean energy jobs" in California. It does not specifically allocate these funds towards schools and community colleges; rather, it lists eligible entities as schools and other public facilities. AB 73 specifies the allocation of Proposition 39 funds, excluding local governments as eligible recipients and dedicates all revenues available for energy efficiency projects for K-12 local educational agencies and California Community College districts.

Seismic Safety Commission

AB 98 is the Budget trailer bill that creates the Seismic Safety Account within the Insurance Fund. The bill would impose an assessment on each person who owns real property, commercial or residential, that is covered by a property insurance policy. The assessment would not exceed \$0.15 per property exposure and the accrued revenues would be utilized for the support of the Seismic Safety Commission and to the Department of Insurance for the actual administrative costs. According to estimates, this assessment will generate \$1.2 million.

GOVERNMENT FINANCE AND OPERATIONS

Local Tax Threshold

The Assembly passed ACA 8 in the midst of approving other budget-related bills. Senate President Pro Tem Darrell Steinberg has announced that it has no plans to take up the measure this year, but might do so in 2014.

ACA 8 would allow counties, cities, and special districts to, with a 55 percent vote, raise ad valorem taxes or special assessments to pay for bonds that fund public safety facilities or public improvements such as transportation infrastructure or wastewater systems. The current vote threshold for raising these rates is two-thirds.

Mandates

As usual, there is a long list of mandates that the budget suspends and a short list of mandates it funds. Both lists are reproduced below. Suspended mandates become optional for the duration of the fiscal year. Notably, the budget continues to suspend all election-related mandates and it continues the practice of neither funding nor suspending the Peace Officers' Procedural Bill of Rights (POBOR) and the Local Government Employment Relations Mandate.

This year, the budget also makes changes to statute to permanently relieve local entities of the duty to perform some reimbursable activities. These changes are in a budget trailer bill, AB 76. Specifically it relieves local agencies of activities related to these mandates:

- *Public Records Act* (02-TC-10 and 02-TC-51)
- *Local Agency Ethics* (07-TC-04)
- *Deaf Teletype Equipment* (04-LM-11)
- *Adult Felony Restitution* (04-LM-08)
- *Pocket Masks* (CSM-4291)
- *Domestic Violence Information* (CSM-4442)
- *Victims' Statements-Minors* (04-LM-14)

For the Public Records Act, the bill also makes compliance with the new, reimbursable parts of it optional, and encourages local agencies to follow the provisions as "best practices." If a local agency chooses not to follow those best practices, they must orally announce that fact at the next regularly scheduled meeting and annually thereafter. These provisions appear on pages 17 and 18 of AB 76.

To get around the AB 1234 mandate (Local Agency Ethics), the trailer bill adds a new section to the Government Code stating that any prior statute requiring a governing board member to receive compensation or reimbursement for expenses shall instead be construed to confer the discretion to authorize compensation or reimbursement. The bill also changes many code sections specific to one or another type of local agency to read "may" instead of "shall" in the appropriate places.

Most of the other mandates listed above are made optional by changing "shall" to "may" or to "is encouraged to." The bill also inserts the phrase "as a best practice" at the beginning of several of the newly optional sections.

The Budget Bill, AB 110, lists funded and suspended mandates. The **funded** mandates total a cost of \$48,359,000 to the General Fund and \$2,637,000 to two special funds. Specifically:

- \$520,000 for *Allocation of Property Tax Revenues* (Ch. 697, Stats. 1992) (CSM- 4448)
- \$175,000 for *Crime Victims' Domestic Violence Incident Reports* (Ch. 1022, Stats. 1999) (99-TC-08)
- \$11,977,000 for *Custody of Minors-Child Abduction and Recovery* (Ch. 1399, Stats. 1976; Ch. 162, Stats. 1992; and Ch. 988, Stats. 1996) (CSM-4237)
- \$7,334,000 for *Domestic Violence Arrest Policies* (Ch. 246, Stats. 1995) (CSM-96-362-02)
- \$1,438,000 for *Domestic Violence Arrests and Victims Assistance* (Chs. 698 and 702, Stats. 1998) (98-TC-14)
- \$2,041,000 for *Domestic Violence Treatment Services* (Ch. 183, Stats. 1992) (CSM-96-281-01)
- \$1,780,000 for *Health Benefits for Survivors of Peace Officers and Firefighters* (Ch. 1120, Stats. 1996) (97-TC-25)
- \$10,000 for *Medi-Cal Beneficiary Death Notices* (Chs. 102 and 1163, Stats. 1981) (CSM-4032)
- \$690,000 for *Peace Officer Personnel Records: Unfounded Complaints and Discovery* (Ch. 630, Stats. 1978; Ch. 741, Stats. 1994) (00-TC-24)
- \$344,000 for *Rape Victim Counseling* (Ch. 999, Stats. 1991) (CSM-4426)
- \$21,792,000 for *Sexually Violent Predators* (Chs. 762 and 763, Stats. 1995) (CSM-4509)
- \$3,000 for *Threats Against Peace Officers* (Ch. 1249, Stats. 1992; Ch. 666, Stats. 1995) (CSM-96-365-02)
- \$255,000 for *Unitary Countywide Tax Rates* (Ch. 921, Stats. 1987) (CSM-4317 and CSM-4355)
- \$0 for *Peace Officers' Procedural Bill of Rights Act* (Ch. 675, Stats. 1990) (CSM-4499)
- \$0 for *Local Government Employment Relations Mandate* (Ch. 901, Stats. 2000) (01-TC-30)
- \$2,604,000 (not General Fund) for *Administrative License Suspension, Per Se* (Ch. 1460, Stats. 1989) (98-TC-16)
- \$33,000 (not General Fund) for *Pesticide Use Reports* (Ch. 1200, Stats. 1989) (CSM-4420)

The list of **suspended** mandates is much longer:

- *Absentee Ballots* (Ch. 77, Stats. 1978 and Ch. 1032, Stats. 2002) (CSM-3713)
- *Absentee Ballots-Tabulation by Precinct* (Ch. 697, Stats. 1999) (00-TC-08)
- *Adult Felony Restitution* (Ch. 1123, Stats. 1977) (04-LM-08)
- *AIDS/Search Warrant* (Ch. 1088, Stats. 1988) (CSM-4392)
- *Airport Land Use Commission/Plans* (Ch. 644, Stats. 1994) (CSM-4507)
- *Animal Adoption* (Ch. 752, Stats. 1998 and Ch. 313, Stats. 2004) (04-PGA-01, 98-TC-11)
- *Brendon Maguire Act* (Ch. 391, Stats. 1988) (CSM-4357)
- *Conservatorship: Developmentally Disabled Adults* (Ch. 1304, Stats. 1980) (04-LM-13)
- *Coroners' Costs* (Ch. 498, Stats. 1977) (04-LM-07)
- *Crime Statistics Reports for the Department of Justice* (Ch. 1172, Stats. 1989; Ch. 1338, Stats. 1992; Ch. 1230, Stats. 1993; Ch. 933, Stats. 1998; Ch. 571, Stats. 1999; and Ch. 626, Stats. 2000) (02-TC-04 and 02-TC-11) and *Crime Statistics Reports for the Department of Justice Amended* (Ch. 700, Stats. 2004) (07-TC-10)
- *Crime Victims' Domestic Violence Incident Reports II* (Ch. 483, Stats. 2001; Ch. 833, Stats. 2002) (02-TC-18)
- *Deaf Teletype Equipment* (Ch. 1032, Stats. 1980) (04-LM-11)
- *Developmentally Disabled Attorneys' Services* (Ch. 694, Stats. 1975) (04-LM-03)
- *DNA Database & Amendments to Post-mortem Examinations: Unidentified Bodies* (Ch. 822, Stats. 2000; Ch. 467, Stats. 2001) (00-TC-27 and 02-TC-39)
- *Domestic Violence Background Checks* (Ch. 713, Stats. 2001) (01-TC-29)
- *Domestic Violence Information* (Ch. 1609, Stats. 1984 and Ch. 668, Stats. 1985) (CSM- 4222)
- *Elder Abuse, Law Enforcement Training* (Ch. 444, Stats. 1997) (98-TC-12)
- *Extended Commitment, Youth Authority* (Ch. 267, Stats. 1998 and Ch. 546, Stats. 1984) (98-TC-13)
- *False Reports of Police Misconduct* (Ch. 590, Stats. 1995 and Ch. 289, Stats. 2000) (00-TC-26)
- *Fifteen-Day Close of Voter Registration* (Ch. 899, Stats. 2000) (01-TC-15)
- *Firearm Hearings for Discharged Inpatients* (Ch. 578, Stats. 1999) (99-TC-11)
- *Grand Jury Proceedings* (Ch. 1170, Stats. 1996; Ch. 443, Stats. 1997; and Ch. 230, Stats. 1998) (98-TC-27)
- *Handicapped Voter Access Information* (Ch. 494, Stats. 1979) (CSM-4363)
- *Identity Theft* (Ch. 956, Stats. 2000) (03- TC-08)
- *In-Home Supportive Services II* (Ch. 445, Stats. 2000 and Ch. 90, Stats. 1999) (00-TC-23)

- *Inmate AIDS Testing* (Ch. 1579, Stats. 1988 and Ch. 768, Stats. 1991) (CSM-4369 and CSM-4429)
- *Judiciary Proceedings* (Ch. 644, Stats. 1980) (CSM-4366)
- *Law Enforcement Sexual Harassment Training* (Ch. 126, Stats. 1993) (97-TC-07)
- *Local Coastal Plans* (Ch. 1330, Stats. 1976) (CSM-4431)
- *Mandate Reimbursement Process* (Ch. 486, Stats. 1975 and Ch. 1459, Stats. 1984) (CSM-4204 and CSM-4485)
- *Mandate Reimbursement Process II* (Ch. 890, Stats. 2004) (05-TC-05) (Suspension of Mandate Reimbursement Process and Mandate Reimbursement Process II includes suspension of the Consolidation of Mandate Reimbursement Process I and II)
- *Mentally Disordered Offenders: Treatment as a Condition of Parole* (Ch. 228, Stats. 1989 and Ch. 706, Stats. 1994) (00-TC-28, 05-TC-06)
- *Mentally Disordered Offenders' Extended Commitments Proceedings* (Ch. 435, Stats. 1991; Ch. 1418, Stats. 1985; Ch. 858, Stats. 1986; Ch. 687, Stats. 1987; Chs. 657 and 658, Stats. 1988; Ch. 228, Stats. 1989; and Ch. 324, Stats. 2000) (98-TC-09)
- *Mentally Disordered Sex Offenders' Recommitments* (Ch. 1036, Stats. 1978) (04- LM-09)
- *Mentally Retarded Defendants Representation* (Ch. 1253, Stats. 1980) (04-LM-12)
- *Missing Persons Report* (Ch. 1456, Stats. 1988 and Ch. 59, Stats. 1993) (CSM-4255, CSM-4368, and CSM-4484)
- *Modified Primary Election* (Ch. 898, Stats. 2000) (01-TC-13)
- *Not Guilty by Reason of Insanity* (Ch. 1114, Stats. 1979 and Ch. 650, Stats. 1982) (CSM- 2753) (05-PGA-35)
- *Open Meetings Act/Brown Act Reform* (Ch. 641, Stats. 1986 and Chs. 1136, 1137, and 1138, Stats. 1993) (CSM-4257 and CSM- 4469)
- *Pacific Beach Safety: Water Quality and Closures* (Ch. 961, Stats. 1992) (CSM-4432)
- *Perinatal Services* (Ch. 1603, Stats. 1990) (CSM-4397) (05-PGA-38)
- *Permanent Absent Voters II* (Ch. 922, Stats. 2001, Ch. 664, Stats. 2002, and Ch. 347, Stats. 2003) (03-TC-11)
- *Personal Safety Alarm Devices* (8 Cal. Code Regs. 3401 (c)) (CSM-4087)
- *Photographic Record of Evidence* (Ch. 875, Stats. 1985; Ch. 734, Stats. 1986; and Ch. 382, Stats. 1990) (98-TC-07)
- *Pocket Masks* (Ch. 1334, Stats. 1987) (CSM-4291)
- *Post-Conviction: DNA Court Proceedings* (Ch. 943, Stats. 2001 and Ch. 821, Stats. 2000) (00-TC-21 and 01-TC-08)
- *Postmortem Examinations: Unidentified Bodies, Human Remains* (Ch. 284, Stats. 2000) (00-TC-18)

- *Prisoner Parental Rights* (Ch. 820, Stats. 1991) (CSM-4427)
- *Senior Citizens Property Tax Postponement* (Ch. 1242, Stats. 1977 and Ch. 43, Stats. 1978) (CSM-4359)
- *Sex Crime Confidentiality* (Ch. 502, Stats. 1992; Ch. 36, 1993–94 1st Ex. Sess.; and Ch. 555, Stats. 1993) (98-TC-21)
- *Sex Offenders: Disclosure by Law Enforcement Officers* (Chs. 908 and 909, Stats. 1996; Chs. 17, 80, 817, 818, 819, 820, and 822, Stats. 1997; and Chs. 485, 550, 927, 928, 929, and 930, Stats. 1998) (97-TC- 15)
- *SIDS Autopsies* (Ch. 955, Stats. 1989) (CSM-4393)
- *SIDS Contacts by Local Health Officers* (Ch. 268, Stats. 1991) (CSM-4424)
- *SIDS Training for Firefighters* (Ch. 1111, Stats. 1989) (CSM-4412)
- *Stolen Vehicle Notification* (Ch. 337, Stats. 1990) (CSM-4403)
- *Very High Fire Hazard Severity Zones* (Ch. 1188, Stats. 1992; Ch. 843, Stats. 1994; and Ch. 333, Stats. 1995) (97-TC- 13)
- *Victims' Statements-Minors* (Ch. 332, Stats. 1981) (04-LM-14)
- *Voter Identification Procedures* (Ch. 260, Stats. 2000) (03-TC-23)
- *Voter Registration Procedures* (Ch. 704, Stats. 1975) (04-LM-04)
- *Structural and Wildland Firefighter Safety Clothing and Equipment* (8 Cal. Code Regs., 3401 to 3410, incl.) (CSM-4261-4281)

EMPLOYEE RELATIONS

Unemployment Insurance (UI) Program.

Counties will recall that due to a structural imbalance between revenues and benefit payments, the Employee Development Department in 2009, in order to continue making UI benefit payments, began borrowing funds from the Federal Unemployment Account. The UI Fund deficit was \$9.9 billion at the end of 2011, and is projected to be \$10.2 billion by the end of 2013. The state made interest payments on the loan in the amounts of \$303.5 million (in 2011) and \$308.2 million (in 2012) through a loan from the UI Disability Fund. SB 71, the General Government trailer bill approved by the Legislature, includes \$216.5 million for this purpose.

Occupational Safety and Health Fund and Labor Enforcement Compliance Fund.

The final state budget as passed eliminates the sunset date for the employer surcharges for the Occupational Safety and Health Fund (OSHF) and the Labor Enforcement and Compliance Fund (LECF). Additionally, it increases the annual revenue caps of both of the Funds.

Created in 2009, the OSHF supports the Division of Occupational Safety and Health, the Occupational Safety and Health Standards Board, and the Occupational Safety and Health Appeals Board and the LECF supports antifraud efforts and covers the payment of benefits to employees whose employers are uninsured. Both the OSHF and LECF are funded through surcharges on all employers; self-insured employers' surcharges are based on paid indemnity. SB 71 as passed by the Legislature would remove the statutory caps on these employer surcharges for both the OSHF and LECF funds indefinitely; the new cap for OSHF (previously \$52 million) is \$57 million and the new cap for LECF is \$46 million (previously \$37 million.)

Labor Compliance Monitoring.

The final 2013-14 state budget passed by the Legislature appropriates \$5 million from the Cal OSHA Targeted Inspection and Consultation Fund (TICF) to the Compliance Monitoring Unit (CMU). The funds must be repaid by June 30, 2015.

SB 2X 9 (Chapter 7, Statutes of 2009) - in order to shift responsibility for compliance monitoring and enforcement on state bond-funded and other types of public works projects from local labor compliance programs (LCP) to DIR - created the CMU and required all public entities to pay a fee to DIR for labor compliance program (LCP) enforcement and monitoring in place of maintaining or creating their own LCP. This fee applies to all projects funded through bonds issued by the state as well as specified design-build projects and statute dictates that the fee could not exceed one-fourth of one percent of the state bond proceeds used for public works projects. According to the Governor's Budget proposal, revenues have not been sufficient to meet the program's requirements.

The final budget, as passed in SB 71, will allow the CMU to recoup a greater share of enforcement costs through charging awarding bodies for the difference between what existing capped CMU fees pay for state bond-funded projects and the actual CMU enforcement costs. Such costs would be paid by the awarding body from other funds authorized to be used to finance the project.

Workers' Compensation Reform Implementation.

Senate Bill 863 (Chapter 363, Statutes of 2012) is the workers' compensation reform legislation signed by Governor Brown last September and aimed at increasing permanent disability (PD) benefits to injured workers while reducing costs related to friction and inefficiency within the system. The reform included a \$120 million "Return to Work Fund" (Fund) – to be administered by the Department of Industrial Relations

(DIR) and funded annually through the Workers' Compensation Administration Revolving Fund (Fund) – intended to provide additional payments to injured workers whose PD ratings are disproportionately low in comparison to their wage loss.

As passed, the 2013-14 state budget makes the Fund cumulative, meaning funding could be added to it annually over \$120 million regardless of how much money was awarded from it the previous year. Perhaps most important is language that requires use of monies from the Fund to only be available for injuries sustained on or after July 1, 2013 (current statute, due to drafting oversight, would have applied use of the Fund to *all* dates of injury).

HEALTH AND HUMAN SERVICES

State/County Fiscal Transaction on Health Savings and 1991 Realignment Changes

AB 85, the Medi-Cal Expansion trailer bill, contains all the major provisions related to county savings associated with the implementation of the Affordable Care Act (ACA). CSAC is working on a detailed reader's guide to AB 85 that will be available later this week. Major provisions include:

- County choice of a formula to determine savings by December 4, 2013, via board resolution. County can choose between 60/40 calculation of savings (60 percent of 1991 health realignment funds and 60 percent of maintenance of effort (MOE) related to health realignment). The measure includes caps for counties with high MOEs – 14.6 percent for non-hospital counties and 25.9 percent for hospital counties. The second option is a cost/revenue based formula detailed in Articles 12 and 13 of the measure.
- Includes provisions to assist county hospitals, including Medi-Cal assignment to plans and primary care providers and Medi-Cal rates.
- Creates a County Health Funding Resolution Committee, comprised of CSAC, Department of Health Care Services and Department of Finance, to hear: 1) cost/revenue formula disputes associated with the calculation of the historic percent of realignment spent on indigent care, 2) a county petition to change its selection of the 60/40 to the cost/revenue formula, and 3) a county petition to use an alternative cost calculation due to extraordinary circumstances related to the health care marketplace, provider or provider contracts.
- Specifies the \$300 million withholding from the health realignment account in 2013-14 will be done via a schedule developed by DOF in consultation with CSAC.
- Includes a true-up process for the cost/revenue formula and the 60/40 formula.

- Includes language to allow any county with cash flow related to health programs to work with DOF and CSAC on implementing procedures to address these issues.
- Includes legislative intent to review the formulas if the federal government enacts federal immigration reform. Also requires DHCS to provide the Legislature with a report on the impacts on county health expenditures to assist with its review.

1991 Realignment changes include:

- Health realignment savings will be diverted to new accounts at the state level – the Child Poverty and Family Supplemental Support Subaccount and the Family Support Subaccount.
- At the local level, counties will create family support accounts.
- The health realignment savings will be used for CalWORKs grant increases. Counties will NOT have a new share of cost for CalWORKs grants. Whatever the revenues produce will be used to offset state General Fund costs for CalWORKs grants.
- Swaps Vehicle License Fees and Sales Tax funds between the Health Account and the Social Services Account. This transaction is intended to change the color of the funds, not the underlying formulas for disbursement of funds.
- Changes the disbursement of General Growth as follows: 1) the mental health calculation remains the same as in current law, 2) sets the health allocation to 18.4545 percent from an existing calculation, 3) eliminates general growth for the social services subaccount, and 4) allocates the rest of the general growth to the Child Poverty and Family Supplemental Support Subaccount.
- Provides that DOF, DHCS, Department of Social Services, the Controller, and CSAC will work together on technical implementation on the changes to 1991 realignment.

Human Services Trailer Bill

AB 74 contains the main trailer bill provisions for human services programs, including:

- Changes to the California In-Home Supportive Services (IHSS) Authority (Statewide Authority) for implementing the last, best and final offer. These changes only apply to the statewide authority, not to local public authorities. The bill also exempts certain collective bargaining activities, meetings, and investigations involving the Statewide Authority from the Brown Act.
- Changes to Community Care Licensing around fingerprint fees.

- Makes changes to the 60-day placement limitation in a community care facility licensed as a group home for children or in a temporary shelter care facility. The bill would impose certain requirements relating to placements that extend beyond 120 days. The bill also would enact substantially similar provisions for a dependent child six to 12 years of age, inclusive, and states the Legislature's intent that no child or youth in foster care reside in group care for longer than one year. Additionally, the trailer bill requires the Department of Social Services to provide updates to the Legislature, commencing no later than January 1, 2014, regarding the outcomes of assessments of children and youth who have been in group homes for longer than one year.
- Extends counties' eligibility to receive the full allocation for CalFresh administration in 2013-14 for the administration of the CalFresh program without paying the county's share of the nonfederal costs for the amount above the 1996-97 expenditure requirement.
- Revises, as of January 1, 2014, provisions relating to the allowable value of a licensed vehicle by, among other things, requiring that for each licensed vehicle with an equity value of more than \$9,500, the equity value that exceeds \$9,500 be attributed toward the family's resource level.
- Revises the semiannual reporting for CalWORKs.
- Includes additional changes associated with the expansion of subsidized employment for CalWORKs recipients.

Alcohol and Drug Trailer Bill

AB 75, the Alcohol and Drug trailer bill, contains a number of budget trailer bill items related to alcohol and drug provisions, including:

- Statutory changes necessary to eliminate the Department of Alcohol and Drug Abuse Programs (DADP) and transfer its programs and functions to other departments in state government.
- State that it is the intent of the Legislature that substance use disorder programs within the DHCS, and the Office of Problem Gambling within the DPH, have input in policy decisions at the both department and agency level and continue to utilize system stakeholders for input on public policy issues.
- Require by April 1, 2014, and March 1 annually thereafter, that DHCS and the DPH to report to the Joint Legislative Budget Committee and the appropriate budget subcommittees and policy committees of the Legislature, using baseline measurements to assess year-over-year changes that demonstrate how and why

service delivery was improved, or otherwise changed as a result of this transition. Sunsets the reporting requirement as of January 1, 2019.

Mental Health Wellness Act

SB 82, the Mental Health trailer bill, is the vehicle for Senate President pro Tempore Darrell Steinberg's Investment in Mental Health Wellness Act of 2013 (Act). Pro Tem Steinberg has indicated that the Act was developed to support mobile crisis support teams, crisis intervention, crisis stabilization services, crisis residential treatment, and personnel resources.

The measure includes a one-time General Fund investment of \$142 million to be distributed by the California Health Facilities Financing Authority (CHFFA) as competitive grants to increase capital capacity and program expansion for mental health services. Counties may apply for the grants and may also do so jointly, as well as nonprofit organizations and public agencies where the county affirmatively supports the collaboration.

SB 82 also includes ongoing funding of \$54 million – \$32 million from Mental Health Services Act (Proposition 63) administrative funds and \$22 million in federal funds – for triage personnel. This funding would be allocated by the Mental Health Services Oversight and Accountability Commission and would be gathered by increasing the state administrative fund percentage from the current 3.5 percent to five percent, as allowed by Proposition 63.

Health Trailer Bill

The omnibus health trailer bill, AB 82, include the following provisions:

- Partially restores Medi-Cal Adult Dental benefits starting May 1, 2014 (\$16.9 million General Fund). Not all services under the previous benefit will be available, but the state will begin to cover preventive/diagnostic services, restoration services (amalgams, composite and stainless steel crowns), and full mouth dentures. Full restoration of services may occur based on the revenues available in the 2014-15 budget.
- Provides "gap" Medi-Cal coverage for foster youth who turn 21 between July 1, 2013 and the implementation of the Affordable Care Act on January 1, 2014. After 2014, these youth will automatically qualify for Medi-Cal coverage.
- Approves the state's acceptance of a grant from the California Endowment for Medi-Cal Enrollment Assistance (\$14 million) and Medi-Cal Outreach and Enrollment

Grants to Community-Based Organizations (\$12.5 million). This will allow the state to also receive \$26.5 million in matching federal funds.

- Removes the seven physician and clinic visit annual cap for Medi-Cal beneficiaries enacted as part of last year's budget.
- Requires the Department of Health Care Services to post proposed State Plan Amendments (SPAs), waiver amendments, and waiver renewals on its website.

Managed Care Tax

SB 78, the MCO tax trailer bill, establishes two taxes on managed care organizations to fund the Healthy Families Program (\$125 million) and health care services for children, seniors and persons with disabilities.

- Establishes a gross premium tax on Medi-Cal managed care organizations retroactive to July 1, 2012 and through July 1, 2013. The tax rate is 2.35 percent and is projected to generate \$166.4 million in revenue.
- Establishes a sales tax on Medi-Cal managed care plans beginning July 1, 2013 and effective through July 1, 2016. The rate for this portion would be equal to the state sales and use tax rate (3.9375 percent) and would generate about \$340 million in revenues.

Coordinated Care Initiative

AB 100, the Coordinated Care Initiative trailer bill, contains technical implementation language for the Coordinated Care Initiative (CCI), a demonstration project set to be rolled out in eight counties (Alameda, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Mateo, and Santa Clara) by early next year. The measure was considered by the Legislature as part of the budget over the weekend, but the Senate Budget and Fiscal Review Committee convened today to review the measure once more before sending it to the Senate Floor. As currently written, AB 100:

- Allows for the mandatory enrollment of Medi-Cal and Medicare beneficiaries (dual eligibles) into Medi-Cal managed care.
- Integrates Long-Term Services and Supports (LTSS) into participating managed care plans.
- Creates a state In-Home Supportive Services (IHSS) Statewide Public Authority.

CSAC will provide an update on the progress of this measure in the next *CSAC Bulletin*.

Medi-Cal Provider Rates:

A restoration of Medi-Cal provider rates was not included in the 2013-14 budget package approved by the Legislature over the weekend. The specific restoration of the cut made in 2011 under AB 97 for Distinct Part/Skilled Nursing Facilities (DP/SNFs) had been included in the Senate's version of the budget plan, but the joint Budget Conference Committee removed the \$32 million appropriation. CSAC will continue to work with other stakeholders to mitigate the significant impacts for rural and urban DP/SNF facilities as the Legislative session continues.

HOUSING, LAND USE AND TRANSPORTATION

Funding for Grants for Local Coastal Programs

Through AB 110, the main Budget Bill, the Legislature provided \$3 million in additional funding to the California Coastal Commission (Commission) for purposes of grants to counties and cities to develop Local Coastal Programs and for Commission staff to support Local Coastal Program efforts.

Transportation Funding

The final 2013-14 state budget did not differ from the Governor's May Revision with respect to transportation funds for counties. Except for the on-going diversion of new Highway User Tax Account (HUTA) revenues related to Off-Highway Vehicles (OHVs) for General Fund purposes, HUTA revenues are fully funded in 2013-14. CSAC is still exploring coalition efforts to sunset the share of new HUTA revenue related to OHVs back to transportation purposes so as to uphold the fundamental promise made in the Transportation Tax Swap.

Transportation Bond Debt Service

AB 85, the Transportation Trailer Bill, included the Governor's proposal to create an Enhanced Transportation Bond structure. The new program would authorize the direct payment of transportation general obligation (GO) bond debt service from truck weight fees. Currently, truck weight fees are used to backfill the General Fund for GO bond debt service. The result of the new program should be a higher credit rating and better financing for existing transportation bond debt.

The final state budget also transfers \$67 million in special fund revenue to offset the cost of transportation bond debt service. This continues the policy from previous budgets to transfer a portion of State Highway Account revenues generated from sources other than excise taxes (sale of surplus property, rental income, etc.) for this

purpose. The Legislature-approved state budget makes this transfer on a permanent basis (anticipated General Fund savings of \$60 million annually in future fiscal years).

Active Transportation Program

The Legislature did not adopt the Administration’s proposal to consolidate five different state and federal programs that fund bicycle, pedestrian, and mitigation projects into one new program for Active Transportation.

Strategic Growth Council

The General Government Trailer Bill (AB 76) would add the Secretary of the Business, Consumer Services, and Housing Agency to the Strategic Growth Council. With the Governor’s Reorganization Plan taking effect on July 1, 2013, California’s housing entities will no longer be represented on the Council without action by the Legislature and Governor.

STAY TUNED FOR THE NEXT BUDGET ACTION BULLETIN!

If you would like to receive the Budget Action Bulletin electronically, please e-mail Stanicia Boatner, CSAC Senior Legislative Assistant at sboatner@counties.org. We’re happy to accommodate you!

ACTION



Monday, September 16, 2013 The CSAC Bulletin

Waste Not, Want Not: SB 804 --Turning Waste into a Resource

"Waste Not, Want Not"—as the old saying goes, and the Legislature seems to be taking heed, passing an important waste-to-energy bill that CSAC and Los Angeles County sponsored.

Counties have long been supportive of increased recycling and efforts to divert waste away from our landfills. And, in fact, a number of counties have become quite good at it, so much so that new tools are needed to deal with the residual waste that remains after all the bottles and cans and other recyclable materials have been pulled from the waste stream.

This was the genesis of SB 804, by Senator Lara, a CSAC/ LA co-sponsored bill that is on its way to the Governor for his consideration. This bill provides a permitting pathway and incentives for conversion technologies that can turn organic waste into renewable energy

California has enormous potential to create renewable energy from organic waste materials. We dispose of an estimated 37 million tons of waste in landfills each year, of which roughly 30 percent - more than 10 million tons per year - are organic materials. Urban, agricultural and forest wastes that would otherwise go to landfills or be burned can, instead, be used to produce electricity and fuels, through the use of conversion technology. Conversion Technologies are non-combustion chemical, thermal and biological processes that have been used for over 25 years as a valuable tool for diverting waste from landfills by converting post-recycled materials into domestic renewable energy.

SB 804 will help to advance the production of renewable energy from organic waste by including conversion technology in the biomass definition, allowing for cleaner and more efficient processes to be used when processing biomass material. This bill advances these technologies in a modest and measured way and includes oversight and control on the technology and the materials utilized in the conversion process. SB 804 creates a clear permitting and regulatory pathway for these technologies, while also setting specific environmental standards, requiring local air districts to evaluate facilities for air pollution control.

CSAC is a strong supporter of SB 804 because it will help local governments by providing cities and counties with another tool to responsibly deal with their community's waste stream.

Legislature Also Acts on Minimum Wage, CEQA, and More

The legislative session ended with a flurry of activity. Most of the bills that affect California Counties are detailed in our policy reports. However, some legislation that may not have direct impact on counties is notable never-the-less.

For example, the Legislature approved and sent to the Governor legislation that will raise the minimum wage in California from the current \$8.00 an hour to \$10.00 an hour over the next two years. The Governor has indicated a willingness to sign the bill. While many employer-organizations opposed the measure, saying it would lead to higher costs for some goods and fewer jobs in some industries, those in favor say it will help address a declining middle class.

The Legislature also passed a measure that would allow undocumented immigrants to get a California driver's license. Proponents say the bill will increase cooperation with the authorities among about a million drivers who are in the country illegally, and make it easier for them to get insurance too. The license would include a special watermark that indicates it was granted to someone who could not prove they are in the country legally but opponents say the bill flouts federal law, amounting to a tacit amnesty program. Governor Brown has also indicated a willingness to sign that bill.

Lawmakers also approved setting up a regulatory framework around the oil and natural gas industry's use of hydraulic fracturing or "fracking" to extract more of those products from California wells. What started out as a proposed moratorium banning the practice morphed into a bill that does require some regulation—but—according to the sponsors, doesn't go far enough to protect the environment.

Water is a perennial hot topic, and this legislative session was no different, however, several bills dealing with water bonds and the much-debated "Delta Tunnels" were put off till next year.

And finally, a bill that would have reformed the California Environmental Quality Act (CEQA) was considerably weakened and merged with a bill specifically designed to streamline construction of a new arena in downtown Sacramento for the NBA's Sacramento Kings. That hybrid bill passed, and should hasten construction of the new Arena on Sacramento's K Street Mall about five blocks from the CSAC offices. The hybrid version also includes some, but not all of the provisions that would also streamline other development across the state. Read more about this issue in the Agriculture and Natural Resources Policy Report.

The Governor has until October 13th to sign or veto bills.

Administration of Justice

For more information, Contact [Elizabeth Howard Espinoza](#) 916.650.8131.

Prison Population Reduction Plan

SB 105 (Steinberg) – Support
Chapter No. 310, Statutes of 2013

Governor Jerry Brown signed SB 105, the compromise prison population reduction plan, into law on September 12, the day following its passage by the Legislature. The bill's provisions go into effect immediately, giving the state the ability to work swiftly toward complying with the standing federal court order to additionally reduce the state prison population by December 31, 2013 – or, if possible, to strike a new agreement with the court. SB 105 reconciles the differences between the plan presented in late August by the Governor and three of the legislative leader and that of the Senate Democrats. By merging the best elements of both approaches, SB 105 preserves counties' ongoing efforts to improve offender outcomes, offers a safe yet temporary solution to avoid early prison releases necessitated by the court's order, and gives time to develop thoughtful and sustainable solutions. This resolution – broadly supported by counties, the sheriffs, probation chiefs, district attorneys, police chiefs, victims' rights advocates, and other groups – is good for counties and good for Californians and is consistent with the direction of CSAC's Board of Directors.

A bit of background is in order. At its September 5 meeting, the CSAC Board spent several hours discussing and dissecting what at the time were dueling plans for dealing with the prison overcrowding crisis. Governor Jerry Brown spent nearly two hours with the Board discussing the complexity of correctional challenges facing the state and counties and outlining the necessity for his short-term capacity plan contained in SB 105. Senior staff to Senate President pro Tem Darrell Steinberg – who would have been there himself, but he was observing Rosh Hashanah, the Jewish New Year – presented the Senate Democrats' alternative, which emphasized investment in recidivism reduction programs and other community corrections alternatives. The CSAC Board affirmed its support of the Governor's capacity-only plan for the short-term, but urged the Administration and Legislature to reconcile the two approaches to avoid early prison releases and to invest in smart criminal justice practices over the long-term. One week ago today, the Governor and all four legislative leaders announced such a compromise plan.

SB 105, as signed by the Governor, means no early releases from state prison and – if the court grants the state more time or relaxes the prison population cap – would direct savings to programs investments that reduce recidivism. It does not impose new programmatic responsibilities on counties, nor does it contemplate a sentencing commission. It affords policy makers and key stakeholders additional time to develop long-term, sustainable correctional solutions. There are four key components to the measure:

- Maintains the Governor's plan in that it appropriates \$315 million in 2013-14 to invest in in- and out-of-state capacity, permitting the state to comply with the federal court's order to reduce the prison population to 137.5 percent of design capacity by year's end. It assumes a further investment of up to \$400 million in capacity purposes for next fiscal year. This default mechanism assures under all circumstances that there will be no early releases from prison.
- Provides for investment in recidivism reduction programs if the federal court adjusts its order – either by giving the state more time to comply with the existing cap or by revisiting the required population threshold. Should the state come to a new agreement with the court, then up to \$75 million in savings – due to avoiding capacity expenditures – would go to a new Recidivism Reduction Fund, which would be appropriated by the Legislature for services and interventions. Any additional savings achieved beyond the \$75 million would be shared equally between the state general fund and the Recidivism Reduction Fund.
- Improves the existing Community Corrections Performance Incentive Act (SB 678 – Leno and Benoit of 2009) funding methodology to ensure more funding certainty and stability for local programs over the long term.
- Changes the timeline for comprehensive, long-term solutions as contemplated by SB 105, the Governor's proposal. An interim report would be due to the Legislature by April 2014; a final report would be due by January 10, 2015 – the date the Governor's proposed 2015-16 budget is due.

CSAC will provide details on related developments in the coming weeks and months.

Public Finance Trailer Bill

SB 100 – Watch

Enrolled September 11, 2013

The public finance trailer bill now on its way to the Governor contains a number of clarifying and corrective changes. As it relates to public safety matters, we highlight three provisions of interest to counties in SB 100:

Distribution of ELEAS funds – An issue associated with the distribution of the various local law enforcement subventions funded out of 2011 Realignment (specifically the Enhancing Law Enforcement Activities Subaccount (ELEAS)) was recently identified. Modifications to relevant sections were needed to ensure that a fixed funding level for the booking fee replacement revenue (\$35 million) and to subsequently ensure that all remaining funds can be appropriately disbursed out of the account. Since the amendments contained in SB 100 affect the 2012-13 ELEAS allocations, the State Controller's Office held back a portion of 2012-13 ELEAS funding in order to true-up allocations in anticipation of this language being enacted. The holdback was necessary in order to ensure that 2012-13 allocations would be consistent with 2013-14, as well as the original intent of the language.

Counties may have noticed that they have not yet received the full 2012-13 allocations as anticipated, but should be aware that SB 100 is meant to correct the distribution mechanism and all funds (ELEAS has a guaranteed funding level of \$489.9 million annually) are distributed as intended. Perhaps more importantly, counties should be aware that once all 2012-13 ELEAS funds are distributed, the \$35 million in booking fee revenue will be reached, meaning that no county should be charging booking fees to their municipalities for 2012-13.

SB 678 Data Collection – SB 100 removes the requirement for counties to collect and report information on the number of felons who would have been subject to an 1170(h) sentence had felony probation not been granted. SB 75, the judiciary trailer bill enacted along with the budget, added this reporting requirement, but in several jurisdictions the information was not attainable. The data collection requirement related to that element has been eliminated.

Juvenile Interstate Compact Sunset Extension – The sunset date for the Juvenile Interstate Compact will be extended from July 1, 2014 to July 1, 2016.

Court Contracting-Out Provisions

AB 566 Wieckowski – Watch

Enrolled September 12, 2013

AB 566, by Assembly Member Bob Wieckowski, would limit trial courts' ability to contract out for services. To ensure that the measure would not affect county-operated court-ordered debt programs, CSAC requested a letter to the journal, which enters into the legislative record the author's intent regarding a measure.

AB 56 sets up various due diligence standards before a trial court could privatize a service. It expressly exempts certain enumerated contracts from the due diligence standards set out in the bill, including those between a trial court and other government entities. This letter to the journal spells out that the measure is not intended to affect county-operated enhanced collection programs or other collection services carried out by a county on behalf of a court.

Judgment Interest Rate

AB 748 (Eggman) – Support

Enrolled September 10, 2013

AB 748, by Assembly Member Susan Talamantes Eggman, would amend the current calculation of the judicial interest rate charged to public entities. This bill was sponsored by the Urban Counties Caucus and supported by CSAC, various counties, and other groups.

Under current law, the interest rate for claims against public entities is 7 percent. By way of comparison, the interest rate on federal judgments is indexed to a Treasury yield, which currently sits at less than 1 percent. At a time of historically low interest rates, CSAC believes it is appropriate to revise the mechanism by which interest rates on claims are calculated.

AB 748 would specify that for any tax or fee claim that results in a judgment against a public entity, the judicial interest rate would be set at the weekly average one-year constant maturity U.S. Treasury yield. Further, the measure provides that for post-interest judgments, the rate on the claim would be the U.S. Treasury yield plus 2 percent. The bill ensures that in no case would the calculation exceed the existing rate of 7 percent annually. AB 748 maintains current law requiring local governments to pay claims promptly.

CSAC believe AB 748 is appropriate and fair, as it merely seeks to modernize the interest rate calculation to reflect current market conditions in a very narrow set of claims. We are requesting the Governor's signature on the bill and would encourage other counties to do so as well.

Identity Theft

AB 1149 (Campos) – Oppose
Enrolled September 10, 2013

AB 1149, by Assembly Member Nora Campos, would require local agencies to notify consumers of a breach if unauthorized persons access specified personal information. The bill was amended late in the legislative session to avoid chaptering out provisions – meaning it now will incorporate changes to the same section of law made by another bill (SB 46, by Senator Ellen Corbett) – to ensure that if the both bills are passed and signed into law then both sets of amendments are enacted.

CSAC – as part of a broad coalition of public agency advocacy groups – is in opposition to the bill for fiscal and operational reasons. As detailed in previous Bulletins, public agency groups do not oppose the policy objective being advanced in AB 1149. It is merely a question of resources and concern over the precedent that local governments – after some 35 years of being expressly exempt from its provisions – would be subject to a portion of the Information Practices Act (IPA).

The practical effect of double joining AB 1149 to SB 46 is that it would likely increase the scope of potential workload associated with the breach notification requirements in AB 1149. SB 46 on its own does not impose any new duties on local governments; it merely expands the definition of "personally identifiable information" to include the user name, password, and security questions. However, if AB 1149 is signed, all of the existing breach notification law, plus the expanded definition and duties offered in SB 46, would be imposed upon local governments.

CSAC will be seeking the Governor's veto on this measure given the precedent it sets with respect to the IPA and because of the unfunded mandate it would impose.

Medical Parole: Notification to Counties

AB 68 (Maienschein) – Support
Enrolled September 9, 2013

AB 68, Assembly Member Brian Maienschein, would require the transmittal of information relative to medical parole hearings and releases to counties, as specified.

As counties may recall, CSAC and an array of county groups were actively involved in SB 1399 (Leno, 2010) that established California's medical parole program. We provided technical input into the bill to ensure that the measure was operationally feasible at the local level, recognized the potential impacts and interactions with county governments, and maximized the use of federal funds for covering the medical costs of individuals released onto this new status.

AB 68, sponsored by San Diego County, seeks to enhance communication associated with the hearing process for medical parole candidates as well as the subsequent release process. These details were not specified in the original measure but would be helpful to counties, particularly in instances where the recipient county may not be the county of commitment. The bill is narrowly crafted and seeks to help ensure that pertinent information about the inmate and plans for his or her post-release care are transmitted on a timely basis to affected jurisdictions.

Vehicle Registration Fees: Vehicle Theft Prevention

AB 767 (Levine) – Support
Chapter No. 241, Statutes of 2013

AB 767, by Assembly Member Marc Levine, authorizes counties to increase vehicle registration fee from \$1 to \$2 for motor vehicles and from \$2 to \$4 for commercial vehicles. Proceeds would support vehicle theft efforts. This authority can be exercised only after adoption of a resolution by the board of supervisors. The Governor signed the measure into law on September 6.

By way of background, AB 1404 (Chapter 775, Statutes of 2012) authorized these increases for three specified counties. AB 767 expands the authority across all 58 counties and deletes the existing sunset on the vehicle registration surcharge. The revenues derived from the surcharge are dedicated to vehicle theft abatement programs. The bill maintains existing requirements regarding expenditure and programmatic reporting, and it specifies the vehicle-theft related purposes for the funds in counties. The bill also authorizes jurisdictions that may not yet have exercised the original \$1 surcharge to approve a \$2 surcharge, in accordance with procedures outlined in the bill.

Agriculture and Natural Resources

For more information, contact [Karen Keene](#) at 916.650.8181, or [Cara Martinson](#) at 916.650.8113.

Solid Waste

SB 804 (Lara) – Support

As Enrolled on September 12, 2013

SB 804 (Lara), the CSAC/ LA County co-sponsored measure on biomass and conversion technology, was approved by the Legislature last week and is on the Governor's desk for consideration. As you recall, this bill would add conversion technologies to the definition of biomass, enabling the use of thermal, chemical and biological technologies to process biomass material, establishing a clear regulatory pathway for these technologies, while providing them the same incentives afforded to traditional biomass combustion facilities in state law. In addition, SB 804 ensures environmental standards, strong local enforcement and clarifies existing statewide oversight for conversion technologies while also clarifying that this bill does not apply to biomass combustion or composting facilities. This bill will provide local governments with another tool to deal with organic waste, and provides biomass conversion technology facilities with the 10% solid waste diversion credit that is currently afforded to biomass combustion facilities.

SB 254 (Hancock) – Support

As Enrolled on September 12, 2013

SB 254, by Senator Loni Hancock, was approved by the Legislature last week and is before the Governor for his consideration. This bill creates a framework for mattress recovery and recycling in California. Specifically, this bill responds to a growing and serious problem for local government organizations related to the accumulation of used mattresses in public spaces, especially if left for a long period of time, which can pose a serious public health problem in addition to an illegal dumping issue. SB 254 requires manufacturers, renovators, and retailers of mattresses to develop and implement a convenient and cost-effective plan to recover and recycle used mattresses generated in this state.

CEQA

SB 731 (Steinberg) – Oppose Unless Amended

Two Year Bill

SB 731, by Senator Steinberg, was made a two-year bill last week. As you recall, this was the main reform vehicle for changes to the California Environmental Quality Act (CEQA) in the Legislature, an effort that stemmed from a broader attempt backed by Senator Rubio at the end of the previous legislative session. After months of discussion, CSAC, along with our local government partners, were successful in negotiating amendments to the bill that would have allowed us to remove our opposition. However, as part of a deal brokered with the Administration and other stakeholders, Senator Steinberg agreed to hold SB 731, while advancing his SB 743, a bill that deals more specifically with CEQA and the Sacramento Kings stadium.

SB 743 (Steinberg) – Watch

As Enrolled on September 12, 2013

SB 743, by Senator Steinberg, was passed by the Legislature and is on its way to the Governor for his consideration. The bulk of SB 743 deals specifically with the Sacramento Kings downtown arena project, truncating CEQA timeframes, speeding up the judicial process for handling environmental lawsuits, limiting the courts' ability to stop construction, and enhancing Sacramento's ability to use eminent domain to build the stadium. However, SB 743 does include a few statewide provisions that require the Governor's Office of Planning and Research (OPR) to develop a new way of measuring traffic impacts of major projects, based on alternative metrics, including vehicle miles traveled rather than intersection congestion. It also includes a provision that reduces the need to do environmental studies for certain commercial, mixed-use projects near transit, if those projects are

consistent with a specific plan. SB 743 is on its way to the Governor for his consideration. The Governor has until October 13th to sign or veto bills.

Fracking

SB 4 (Pavley) -- Watch

As Enrolled on September 12, 2013

SB 4, by Senator Fran Pavley, is on its way to the Governor for his consideration. This bill establishes a comprehensive regulatory program for oil and gas well stimulation treatments (e.g., hydraulic fracturing, acid well stimulation), which includes, among other things, a study, the development of regulations, a permitting process, and public notification and disclosure. If signed by the Governor, SB 4 would mark the first state law that directly regulates and track the controversial practice of fracking, or hydraulic fracturing, for oil in the state.

Medical Marijuana

AB 604 (Ammiano) – Oppose

Dead

Attempts to revive previously defeated legislative proposals regarding medical marijuana were thwarted last Thursday given significant opposition expressed by a wide range of interest groups, including CSAC, the Rural County Representatives of California (RCRC), the League of California Cities and the California State Sheriffs' Association. AB 604, by Assembly Member Tom Ammiano and co-authored by Senate Pro Tem Darrell Steinberg and Senator Mark Leno, would have established a comprehensive structure for regulating the cultivation, production, and distribution of medical marijuana products. In addition, the bill would have created a new regulatory agency under the Department of Alcoholic Beverage Control to oversee the medical marijuana industry. AB 604 stalled in the Senate.

A similar regulatory structure was included in proposed amendments to a Senate bill, but time ran out before the intended vehicle could be amended. CSAC expressed opposition to both proposals noting concerns with the potential impact on local government land use and zoning authority over such operations, and the likelihood that the proposed structure would generate more litigation.

SB 439 (Steinberg) – Watch

Two Year Bill

SB 439, by Senator Darrell Steinberg, would exempt medical-marijuana collectives and cooperatives from criminal liability for possession, cultivation, possession for sale, sale, transport, importation, and furnishing marijuana, as well as, for maintaining a place, or knowingly providing a place for selling or furnishing marijuana. It is our understanding that this measure is a two-year bill.

Environmental Justice

AB 1330 – Concerns

Two Year Bill

AB 1330, by Assembly Speaker John A. Perez, would double the maximum civil, criminal and administrative penalties for violations of hazardous waste laws, air pollution control laws for stationary sources, and solid waste facilities, where the facility is located in a community that is defined as an "environmental justice community" and the violation increases emissions or discharges above the permitted level. The bill specifically targets enforcement of businesses in the top 15% of environmental justice communities.

CSAC and other local government organizations expressed concern with the potential of the bill to “redline” the communities in the 15% to be designated as disproportionately impacted by environmental hazards”. Although the bill would not specifically use CalEPA’s CalEnviro Screening Tool to determine these targeted communities it clearly relies on the screening tool’s process which could result in a negative impact that the bill specifically wants to avoid: rely on strategies that produce disproportionate impacts on low-income communities and communities of color.

AB 1330 was moved to the Senate’s Inactive File on the last night of the legislative session.

Metal Theft

AB 909 (Gray) – Support

As Enrolled on September 10, 2013

AB 909, by Assembly Member Adam Gray, would require, on or after January 1, 2015, the Department of Justice to establish the Metal Theft Task Force Program (MTTFP). The proposed program would be voluntary and would provide grants to regional task forces to provide local law enforcement and district attorneys with the tools and funding necessary to deter, investigate, and prosecute metal theft and related metal theft crimes. The funding would come from the federal government, industry, and private sources. CSAC supports AB 909 and will be submitting a request for signature to Governor Brown.

Employee Relations

For more information, please contact [Faith Conley](#) at 916.650.8117.

Legislation Now Awaits Action by the Governor

The following bills of importance to counties in the area of Employee Relations now await action by Governor Brown.

Collective Bargaining

AB 537 (Bonta) - Oppose

As Amended on September 9, 2013

Assembly Bill 537, by Assembly Member Rob Bonta, would require the governing body of a public agency to vote to accept or reject a tentative agreement reached by authorized representatives of the public agency and recognized employee organization within 30 days of the first date it is publicly considered. The bill also makes several changes to arbitration:

- Applies the provisions of the California Arbitration Act to the enforcement of arbitration agreements under the MMBA;
 - Prohibits a rejection of a request for arbitration due to procedural challenges (timelines, failure to exhaust pre-arbitration remedies); and,
 - Makes an agreement to arbitrate a dispute enforceable, even if the conduct in question may also constitute an unfair labor practice.
-

Employee Rights

AB 218 (Dickinson) - Oppose

As Amended on May 24, 2013

Assembly Bill 218, by Assembly Member Roger Dickinson, would, beginning July 1, 2014, prohibit state agencies and cities, counties, and special districts from asking an applicant for employment to disclose information regarding their conviction history, including on any initial employment application, until the agency determines that the applicant meets minimum qualifications for the position. The bill would exempt law enforcement positions from this requirement.

Counties will recall that Assembly Member Dickinson carried a substantially similar bill in the 2011-2012 legislative session, AB 1831. That bill, which was held in the Senate Governance and Finance Committee and only applied to cities and counties. Like AB 1831, CSAC opposes AB 218 because it would remove a county's discretion to design an employment policy that works locally.

AB 729 (Hernandez) - Oppose

As Amended on August 21, 2013

Assembly Bill 729, by Assembly Member Roger Hernandez, would provide union agents with evidentiary privilege to refuse to disclose confidential information acquired from communication between them and a represented employee. The bill defines "union agents" as elected union officials and employees of a union who handle contract negotiations or grievance representation.

Current law provides such privilege to physician-patient, lawyer-client, domestic violence victim-counselor, sexual assault victim-client, human trafficking victim-caseworker and clergy-person-penitent communication.

Public Safety

AB 1373 (Perez) - Oppose
As Amended on August 27, 2013

Assembly Bill 1373, by Assembly Speaker John A. Perez, would extend from 240 weeks to 480 weeks the statute of limitations for when a claim can be filed for death benefits for dependents of a firefighter or peace officer who dies of certain occupational injuries (cancer, blood-borne infections diseases and tuberculosis):

Counties will recall that Speaker Perez last year carried the same bill, AB 2451, which was vetoed by the Governor. A previous version of AB 1373 did not contain a specific time period for the statute of limitations. Sponsors of the bill maintained that this was to allow for discussions between stakeholders regarding time periods that will fairly compensate surviving dependents while maintaining the interests of public agencies to appropriately plan for potential budget obligations.

SB 313 (de Leon) - Oppose
As Amended on September 6, 2013

Senate Bill 313, by Senator Kevin de Leon, would prohibit a public agency from taking punitive action against a public safety officer, or denying promotion on grounds other than merit, because that officer's name is placed on a Brady list. The Brady list is any system, index, list, or other record containing the names of peace officers whose personnel files are likely to contain evidence of dishonesty or bias, which is maintained by a prosecutorial agency or office in accordance with the holding in *Brady v. Maryland*.

SB 313 would, however, allow a public agency to take punitive or personnel action against a public safety officer based on the underlying acts or omissions for which that officer's name was placed on the Brady list, but prohibits the introduction of any evidence that an officer's name was placed on a Brady list in any administrative appeal of a punitive action.

CSAC is concerned that SB 313 could restrict management's ability to appropriately discipline peace officers. The bill failed passage in the Assembly Public Safety Committee on Tuesday, but was granted reconsideration and will be heard again on July 2.

Housing Land Use and Transportation

For more information, please contact [Kiana Buss](#) at 916.650.8185.

Housing

AB 325 (Alejo) – Opposition Removed
As Amended August 6, 2013

AB 325, by Assembly Member Luis Alejo, would expand the statute of limitations to sue a county or city, challenging the adoption of a housing element or a number of related local ordinances.

After months of negotiations, CSAC along with our local government partners, have come to a final compromise on the measure which removes our mutual opposition to the proposal. The final compromise will change the existing statute of limitations in the following ways:

- For HCD-certified housing elements, 9-months to file a notice of deficiency, 60-days for the local agency to respond, and 6-months to file a lawsuit.
- For self-certified housing elements, 2-years to file a notice of deficiency, 60-days for the local agency to respond, and 1-year to file a lawsuit.
- For ordinances, 6-months to file a notice of deficiency, 60-days for the local agency to respond, and 6-months to file a lawsuit.

Finally, our final compromise also includes an agreement with the sponsors not to seek further amendments to the statute of limitations for at least three years.

CSAC has removed our opposition to AB 325.

AB 325 was passed off the Assembly Floor by a vote of 59 to 15. The measure now awaits action by the Governor.

Transportation

AB 755 (Ammiano) – Opposition Removed
As Amended August 6, 2013

AB 755, by Assembly Member Tom Ammiano, would require that project study reports (PSRs) for any new projects involving the construction or reconstruction of a bridge – identified in a regional transportation plan, interregional transportation improvement program, or the state highway operation and protection program – include a document demonstrating that a suicide barrier was a feature considered during the project's planning process.

As most recently amended, AB 755 would now limit the application of the measure to the construction of new bridges and the replacement of existing bridges with a history of documented suicides. CSAC is supportive of these amendments as we believe it's unnecessary to apply the new mandate to all 24,000 plus bridges in the state in order to achieve the bill's goal of trying to reduce the incidence of suicide.

CSAC has removed our opposition to AB 755.

AB 755 was passed off the Assembly Floor by a vote of 60 to 14. The measure now awaits action by the Governor.

Native American Issues

**AB 52 (Gatto) – Concerns
As Amended September 5, 2013**

AB 52, by Assembly Member Mike Gatto, would treat “tribal cultural resources” differently than any other resource with regards to the CEQA process. While the measure was amended to address some of the concerns raised by CSAC and our local government partners at the end of session, we are still trying to determine the extent to which the amendments fully address CSAC’s concerns. We will work with the author’s office and sponsors this fall to determine and minimize, to the extent possible, the impacts on local land use authority.

This measure is a two-year bill.

Government Finance and Operations

For more information, please contact [Jean Kinney Hurst](#) at 916.650.8133 or [Geoffrey Neill](#) at 916.650.8115.

Vehicle License Fee

AB 701 (Quirk-Silva) – Request for Signature
As amended September 11, 2013

AB 701 by Assembly Member Sharon Quirk-Silva seeks to implement an adjustment to Orange County's Vehicle License Fee Adjustment Amount (VLFAA), and contains intent language that directs the parties involved in Department of Finance v. Grimes to reach a settlement agreement in that case. CSAC supports the resolution of this ongoing dispute between the County and the state.

In 2004, when California cities and counties swapped Vehicle License Fees (VLF) for property taxes, Orange County instead retained a portion its VLF as those revenues were tied to bonded indebtedness associated with the County's bankruptcy debt. Orange County then was impacted by SB 89 (2011) when those VLF revenues were redirected to fund realigned public safety programs. AB 701 addresses this issue by adjusting the county's VLFAA for 2013-14 and in the future, as well as setting the path for resolving the litigation in this matter by including intent language directing a settlement that includes a repayment plan over a period of six years.

AB 701 was approved by the Legislature and now awaits action by the Governor.

SB 56/SB 69 (Roth and Emmerson) – Support
As amended September 12, 2013

Earlier this year, CSAC had taken a support position on SB 56, a measure by Senators Richard Roth and Bill Emmerson that would provide a "Vehicle License Fee Adjustment Amount" for newly incorporated cities, including those that were impacted by SB 89 (2011). CSAC supported this measure, primarily because it would have provided immediate financial assistance to the four newly incorporated cities in Riverside County.

Prior to the passage of SB 89 (2011), the four newly incorporated cities in Riverside County relied on current state law in evaluating their fiscal viability through the LAFCO process and relied on a Vehicle License Fee (VLF) revenue special allocation to ensure their future fiscal health. When SB 89 passed and redirected those VLF revenues to 2011 realignment, these fledgling cities were impacted in a significant way. SB 56 provided a mechanism by which the newly incorporated cities resume receipt of revenues anticipated prior to their incorporations/annexations. By establishing a "Vehicle License Fee Adjustment Amount" and replacing the lost VLF revenues with property taxes from the schools' share (as currently exists for all other cities and counties in the state), SB 56 restored funds to those impacted by SB 89 and ensures their continued viability.

SB 56 remains in the Senate Appropriations Committee; however, on the last evening of the legislative session, the contents of SB 56 were amended into a new vehicle, SB 69. SB 69 is in the Assembly Rules Committee, awaiting committee assignment. CSAC has pledged to continue to work through the issues associated with the bill next year.

Utility User Taxes

AB 792 (Mullin) - Request for Veto
As Amended on August 29, 2013

AB 792, by Assembly Member Kevin Mullin, would exempt distributed generation energy from utility user taxes (UUTs). Companies that own distributed generation equipment are not currently collecting UUTs from their customers, and they are sponsoring the bill to exempt their products from the tax.

Distributed generation is the name given to small electricity generators installed where the energy will be used, like solar panels on roofs, for example. The currently popular business model is for the company that installs the equipment to maintain ownership of it and then sell the energy to the homeowner or business.

The property owner benefits from the arrangement because the distributed generation company charges lower rates than the central electric company. The distributed generation company benefits in two ways, first by selling some electricity directly to the property owner, but also by selling the rest of the electricity back to the grid at retail rates (not wholesale).

If the state believes it is a matter of statewide importance, then they should use statewide revenue to heap yet another benefit onto these few companies that already are the recipient of so many other incentives.

AB 792 is on its way to the Governor.

**AB 300 (Perea) – Request for Signature
As Amended on September 6, 2013**

AB 300, by Assembly Member Henry Perea, would create a point-of-sale system for collecting state and local charges—including utility user taxes—on prepaid wireless services.

Local agencies that impose a utility user tax on wireless communication are seeing this revenue source slowly fall, despite the ever-increasing number of cell phone subscribers. One reason for this decline in revenue is the increasing popularity of prepaid, non-contract payment plans.

Once associated primarily with users who had bad credit, prepaid wireless plans are becoming a more widespread service model. Due to this business model change, and because counties do not currently collect applicable taxes from prepaid wireless consumers, counties support the development of a system that captures the taxes that are owed on this activity.

Both houses approved AB 300 and it is now on its way to the Governor.

Broadband

**SB 740 (Padilla) – Request for Signature
As Amended on September 6, 2013**

SB 740, by Senator Alex Padilla, would improve the California Advanced Services Fund (CASF) by broadening eligibility for some funds and increasing the overall funding level.

Ideally, the improved program would not single out local governmental agencies for special restrictions, but the increased funding authorization for the program—an additional \$90 million—to support last mile projects where they are most needed is critical for the rural counties and overrides concern about those restrictions.

The increased program authorization, which will continue to be funded by a fractional percent on the state's telecommunication services, will help provide the infrastructure that will allow some of the state's hardest to reach residents to enjoy the economic benefits of broadband services, which the rest of us have taken for granted for years.

SB 740 is on its way to the Governor.

Elections

**SB 360 (Padilla) – Support
As Amended on August 30, 2013**

SB 360, by Senator Alex Padilla, would make various changes to the law to allow a county to devise and test a nonproprietary voting system.

Among the specific changes the bill would make are those that would allow the Secretary of State to conditionally approve a voting system, allow a county to use public funds to develop such a system, and create a process to set the conditions for a pilot program to test the system.

While none of these changes alone represent a revolution in the way elections are run, together they create the opportunity for Los Angeles County to pursue what is frankly a very exciting advance in the administration of elections. Once their system is developed, there is a strong possibility that other counties who are interested could work with LA to implement the system there as well. We urge the Legislature to make these changes so that the effort already underway can continue to move forward.

SB 360 is on its way to the Governor for his consideration.

Other Taxes

AB 483 (Ting) – Support
As Amended on September 4, 2013

AB 483, by Assembly Member Phil Ting, would clarify certain terms included in Proposition 26.

Specifically, the terms 'specific benefit' and 'specific government service' were used but not defined in the language that voters added to the California Constitution. Resolving the ambiguity about their meanings in a manner consistent with the clear intent of Proposition 26, as AB 483 does, will ensure that local governments may continue to establish and renew tourism marketing districts and business improvement districts, bolstering economic development and job growth throughout the state.

AB 483 is on its way to the Governor.

AB 781 (Bocanegra) – Support
As Enrolled on September 12, 2013

AB 781, by Assembly Member Raul Bocanegra, would make it generally illegal to use, own, install, or sell an automated sales suppression device.

The sorts of devices targeted by this bill automatically hide actual sales levels from auditors, cheating both consumers and the public while unjustly enriching tax scofflaws. When unscrupulous Californians skirt their tax responsibilities, the burden of funding public services falls more heavily on those who follow the law.

By prohibiting the sale and installation of sales suppression devices, not only their ownership and use, the bill would make it easier for the Board of Equalization to reduce their use.

AB 781 awaits the Governor's action.

Miscellaneous

SB 594 (Hill) – Support
As Amended on September 4, 2013

SB 594, by Senator Jerry Hill, as recently amended to reflect an agreement between CSAC and the bill's proponents, would restrict which money organizations like CSAC can spend on ballot measure activities.

As amended, SB 594 will allow CSAC and organizations like ours to continue to advocate for our membership in statewide ballot campaigns. CSAC has consistently taken a measured approach when considering participation in only those measures that have a direct impact on our counties and the people we serve. We believe our voice is an important one on matters of statewide importance and are gratified that we will continue to be able to participate on behalf of California's 58 counties.

Additionally, CSAC supports the amendments that focus on additional transparency and disclosure of our finances as they relate to campaign activity. CSAC has taken great strides to ensure that only non-public funds are used for ballot measure advocacy and pledges to continue to do so in an open and transparent manner.

SB 594 is on its way to the Governor.

Health and Human Services

For more information contact Farrah McDaid-Ting at (916) 650-8110

Budget Trailer Bill

SB 98 (Committee on Budget and Fiscal Review) – Request for Signature
Enrolled September 10, 2013

SB 98, by the Senate Committee on Budget and Fiscal Review, is a technical cleanup measure related to AB 85, the budget trailer bill outlining the county health realignment "savings" framework under the Affordable Care Act (ACA), which was signed into law in June. SN 98 is the product of weeks of effort and collaboration between CSAC, the Department of Finance, legislative staff, county affiliates and other stakeholders.

SB 98 was passed by the Senate on September 10 and has been sent to the Governor's desk. The measure includes several policy changes strongly supported by counties, including:

- **Hard Cap on 2013-14 Contribution.** SB 98 includes a "hard cap" on the \$300 million in 1991 health realignment payments that counties will make to the state in the first six months of 2014. Under AB 85, a county that elected to determine savings related to indigent health care through the cost/revenue formula option might have had to pay more than their proportional share of the \$300 million under the "true up" mechanism. SB 98 clarifies this provision, ensuring that counties that choose the formula option will pay no more than their original proportional share of the \$300 million.
- **Deadline Extensions.** SB 98 extends key deadlines for counties and the state, which will ensure the accuracy of the data processes outlined in AB 85. Many of the deadlines have been moved back at least 30 days, including the date by which a county must formally choose either the 60/40 split or cost/revenue formula route from December 4, 2013 to January 22, 2014. The table below illustrates the date changes that are now expected to become law:

Tasks	AB 85 Deadline	Proposed New Deadline Under AB 104/SB 98
Counties Must Tentatively Inform DHCS of Route: Cost/revenue Formula or 60/40 Split	October 1, 2013	November 1, 2013
Counties Electing to Choose the Cost/Revenue Formula (and CMSP) Must Adopt a Resolution and Notify the State	December 4, 2013	January 22, 2014
Counties That Choose the Cost/Revenue Formula Must Provide Historical Realignment Cost Calculations to the State	September 30, 2013	October 31, 2013
If the State Disagrees with a County's Historical Realignment Cost Calculations, DHCS Must Notify the County by This Date	November 15, 2013	December 15, 2013
County Funding Resolution Committee Must Determine the Form of Petition / Disagreement Outlined Above	December 31, 2013	January 31, 2014

- **1991 Realignment Structure.** AB 85 created a new "base" account in the 1991 Realignment structure: the Family and Support Services Account. While CSAC and our county partners were initially concerned about this development, further analysis has confirmed that, under normal fiscal circumstances, the new account will not negatively affect the existing Health, Mental Health, and Social Services Accounts. As above, CSAC will continue to monitor the operation of this provision and raise concerns should any arise in the future.

Each of the above provisions, as well as the myriad technical changes embodied in SB 98, has – as mentioned above – received extensive thought and review from counties. The measure now awaits the Governor's signature.

Inmate Medicaid

AB 720 (Skinner) – Request for Signature
Enrolled September 11, 2013

AB 720, by Assembly Member Nancy Skinner, will help reduce recidivism and assist counties in our responsibility for post release community supervision of individuals in county jails by clarifying statute related to inmate Medicaid eligibility.

AB 720 authorizes a Board of Supervisors to work with their Sheriff to designate an entity or entities to ensure inmates receiving offsite inpatient hospital services are enrolled in Medi-Cal, as allowed by federal law. The measure also makes a key change in Medi-Cal eligibility rules that is strongly supported by counties: AB 720 allows counties to suspend, rather than terminate, an inmate's Medi-Cal eligibility while incarcerated. This small change will reduce the administrative workload for both counties and the state and accelerate an inmate's access to health, mental health, and substance use disorder services upon release.

Counties have worked with county sheriff organizations, the sponsors, and other stakeholders to ensure the practical application of this measure at the local level. CSAC also wishes to thank Assembly Member Nancy Skinner for working with the abovementioned stakeholders to ensure safer communities and effective implementation. AB 720 was passed by the Senate on September 11 and now awaits the Governor's signature.

Coordinated Care

AB 485 (Gomez) – Two Year Bill
Amended on September 6, 2013

AB 485, by Assembly Member Jimmy Gomez, would have severed the link between the implementation of the Coordinated Care Initiative (CCI) and the transfer of collective bargaining for In Home Supportive Services (IHSS) workers from county Public Authorities to the state. AB 485, as amended late in the session, would also have accelerated the transfer of collective bargaining from all 58 counties to a new state Public Authority. This acceleration was opposed by the Brown Administration and AB 485 is now a two-year bill.

Quality Assurance

SB 239 (Hernandez) – Request for Signature
As Amended on September 11, 2013

SB 239, by Senator Ed Hernandez, O.D., enacts the Hospital Quality Assurance Fee, which helps draw down federal funds for public and private hospitals, children's health coverage, state administration costs, and better rates for Medi-Cal managed care plans. Under the measure, the quality assurance structure will be in place through December 2016.

SB 239 was also amended last week to include a provision that removes Distinct Part/Skilled Nursing Facilities (DP/SNFs) from the Medi-Cal provider rate cuts enacted in SB 97 in 2011. The SB 97 provider rate cuts would have slashed the federal reimbursement for these facilities. SB 239 relieves DP/SNFs from the rate cuts moving forward, but these facilities are still subject to the retroactive provisions of SB 97. The state has indicated a willingness to work out payment plans for the retroactive cuts to help ensure the continued operation of DP/SNFs. These facilities operate in both rural and urban settings, and this small provision, while not a panacea, will help ensure continued access to these services throughout the state.

CSAC strongly supports both the quality assurance fee and the DP/SNF exception. SB 239 was passed by the Assembly on the last night of session and now awaits the Governor's signature.

Federal Issues Update

After a month-long congressional recess, lawmakers returned to Washington the week of September 9 to confront a busy legislative agenda. The fall session began with a discussion about whether to authorize a military strike against the Syrian government for its alleged role in an August 21 chemical attack that killed more than 1,400 civilians. However, on September 10, President Obama announced that the U.S. would instead pursue a diplomatic solution, allowing Congress to shift its focus to pressing fiscal matters, including the need to prevent a government shutdown.

Lawmakers have yet to finalize any of the 12 individual spending bills for the upcoming budget year that begins on October 1, prompting the need for a stopgap spending measure. For their part, House GOP leaders on September 9 introduced legislation (HJ Res 59) that would fund the federal government until December 15 at the current-year, post-sequestration level of approximately \$986 billion. The proposal also would require the Senate to take a separate vote on defunding the Affordable Care Act.

It is unclear if this will be enough to appease conservatives, many of which view the current approach as a gimmick and are, therefore, backing a more forceful approach that would prohibit any funding of the health care law as part of the continuing resolution (CR). There are also others who are demanding that leadership hold the line on spending at \$967 billion.

While House leaders are hopeful that they can dispense with the CR this week, Majority Leader Eric Cantor (R-VA) has signaled that the lower chamber could forego next week's scheduled recess to continue negotiations if no agreement is in place.

In a related development, Treasury Secretary Jack Lew formally announced that the government would exceed its borrowing authority by mid-October. Lew warned that Congress must increase the nation's \$16.7 trillion spending limit by the October deadline or risk defaulting on its current debt obligations. Notably, the government reached its spending limit in May, but the Treasury Department has used so-called "extraordinary measures" to temporarily delay the need for another increase.

House Republicans, including Speaker John Boehner (R-OH), are insisting that any debt limit increase be accompanied by equal or greater cuts in federal spending. The Obama administration, on the other hand, has expressed its desire to raise the nation's borrowing limit without any extraneous policy add-ons.

Aside from the aforementioned fiscal issues, the House is slated to restart the stalled Farm Bill process. House leaders have struggled to gain consensus on a Farm Bill re-write and were forced to pass an agriculture-only measure (HR 2642) in July after a comprehensive bill (HR 1947) was rejected on the House floor. The lower chamber is scheduled to vote on a nutrition bill this week that would reduce funding for the Supplemental Nutrition Assistance Program (SNAP) by \$40 billion over the next decade. By comparison, the Senate-approved Farm Bill (S 954) would reduce SNAP funding by \$4 billion.

With the extension of the current Farm Bill slated to expire on September 30, it remains to be seen whether lawmakers will be able to put their partisan differences aside to produce a new long-term reauthorization, or perhaps even a short-term extension.

In other news, the House will likely consider forest management legislation (HR 1526) later this week that would, among other things, address the expiration of the Secure Rural Schools (SRS) program. Specifically, the bill would require the U.S. Department of Agriculture (USDA) to establish a "Forest Reserve Revenue Area" within each unit of the National Forest System. Under the legislation, USDA would have a fiduciary obligation to produce a minimum amount of commercial timber in these Revenue Areas for the financial benefit of local counties. Additionally, the legislation would provide a one-year extension of SRS funding to give counties adequate time to adjust to the new payment structure.

Additionally, on the SRS front, House Natural Resources Committee Chairman Doc Hastings (R-WA) on September 4 issued subpoenas to the Office of Management and Budget (OMB) and the Department of Agriculture (USDA) for documents related to the administration's decision to subject the SRS program to sequestration. It should be noted that the Committee sent a letter to both agencies in March requesting information on how the decision was reached. However, neither OMB nor USDA responded to the committee's request for information or to subsequent requests for documents.

A full list of the specific documents and information sought in the subpoenas can be found [here](#).

Finally, the House Transportation and Infrastructure (T&I) Committee on September 12 unveiled legislation (HR 3080) that would authorize a variety of water infrastructure projects under the purview of the U.S. Army Corps of Engineers (Corps), including port, levee, drinking water, dams, and environmental restoration projects. The Senate passed its version of the measure (S 601) in May.

Similar to S 601, the House bill would require the secretary of the Army to conduct a comprehensive review of the Corps' levee vegetation removal policy, a key CSAC priority. In conducting the review, the secretary would be required to consult with other entities, including representatives of state and local governments, federal agencies, and appropriate nongovernmental agencies.

This provision also would require the secretary to consider whether the Corps' policy can be amended to promote and allow for consideration of variances on a regional or watershed basis. The bill would require the secretary to base variances on such factors as: soil conditions, hydrologic factors, vegetation patterns and characteristics, environmental resources, levee performance history, institutional considerations, and other relevant factors.

In addition, the bill includes provisions designed to accelerate the completion of water infrastructure projects, including language designed to expedite project reviews. Specifically, the measure would cap review costs at \$3 million per project and require that they be completed within three years.

Like its Senate counterpart, the House measure avoids specific project earmarks, which have been a staple of past Water Resources Development Act (WRDA) authorizations. The Senate bill would grant the Corps authority over what projects should move forward. This approach, however, is a bit controversial to House members who are concerned about giving the Corps too much decision-making authority over projects. Instead, the House measure would require Agency-designated projects to be reviewed and approved by Congress before moving forward.

The T&I Committee is currently scheduled to consider the legislation on September 19 and lawmakers hope to bring it to the House floor for a vote in October.