



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting July 14, 2015

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 Bob Musil, Clerk of the Board: bmusil@mono.ca.gov.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS

A. Recognition of Finance Department

Departments: Board of Supervisors

Public acknowledgement of appreciation of the Finance Department's staff for their hard work and dedication to the roll out of the county's new Innoprise Financial System.

Recommended Action: None.

B. Recognition of the Assessor's Office

Departments: Board of Supervisors

Public acknowledgement of appreciation of the Assessor's office staff for their hard work and dedication in preparing the annual assessment roll.

Recommended Action: None.

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Agreement with Wild Iris for Child Abuse Prevention Services (PSSF)

Departments: Social Services

Proposed contract with Wild Iris pertaining to Promoting Safe and Stable Families Grant services.

Recommended Action: Approve County to enter into the proposed Agreement, and authorize Lynda Salcido, Mono County Interim CAO, to execute said Agreement on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The cost of the two year contract is \$20,000.00 (\$10,000.00 per year). All funding is State/Federal funding and accordingly, there is no cost to the County General Fund.

B. Agreement with Wild Iris for Child Abuse Prevention Services (CBCAP)

Departments: Social Services

Proposed contract with Wild Iris pertaining to Community Based Child Abuse Prevention (CBCAP) Grant services.

Recommended Action: Approve request to use CBCAP monies from the County Children's Trust Fund in an amount not to exceed \$28,000.00 for a two year period 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 agreement, and authorize Linda Salcido, Mono County Interim CAO, to execute the agreement on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The cost of the two year contract is \$28,000.00 (\$14,000.00 per year). All funding is State funding and accordingly, there is no cost to the County General Fund.

C. Joint Powers Agreement for Mono North Star Counseling Program

Departments: Behavioral Health

Proposed joint powers agreement with Mono County Superintendent of Schools to provide mental health counseling services to students and their families referred by the Eastern Sierra or Mammoth Unified School District or the Mono County Office of Education.

Recommended Action: Approve County entry into proposed joint powers agreement and authorize Robin Roberts, Mono County Behavioral Health Director, to execute said agreement on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

There is no fiscal impact to the Mono County General Fund. MCBH will provide staff for the project; this position is funded by Mental Health Services Act dollars.

D. Agreement with Mono County Office of Education for CAPC Coordination

Departments: Social Services

Proposed contract with Mono County Office of Education pertaining to Child Abuse Prevention Council coordination services.

Recommended Action: Approve request to use CBCAP monies in the County Children's Trust Fund in an amount not to exceed \$38,000.00 to fund coordination services for the Mono County Child Abuse Prevention Council. Approve the County to enter into the proposed contract for said services with the Mono County Office of Education, and authorize Lynda Salcido, Mono County Interim CAO, to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The cost of the two year contract is \$38,000.00 (\$19,000.00 per year). All requested funds shall come from the County Children's Trust Fund and

there is no cost to the Mono County General Fund.

E. Appointments to First 5 Commission

Departments: Clerk of the Board

Appointment of Ms. Megan LePlatt and Dr. Kris Wilson to the First 5 Mono County Children and Families Commission pursuant to their applications in addition to the recent vacancies created by two recent resignations. Supervisor Tim Alpers has agreed to sponsor this item.

Recommended Action: Appoint new Commissioners, Ms. Megan LePlatt and Dr. Kris Wilson, to the Mono County Children and Families Commission to serve three-year terms, commencing July 14, 2015 and expiring on July 13, 2018.

Fiscal Impact: None.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. Ordinance and Bylaw Changes to Mono County Tourism & Film Commission

Departments: Economic Development

15 minutes (10 minute presentation; 5 minute discussion)

(Alicia Vennos; Jimmy Little, Chair, Mono County Tourism/Film Commission) -

Chapter 2.85 of the Mono County Code applies to the Mono County Tourism/Film Commission. The Commission was created in 1994, operating initially as the Tourism Commission. In 2001, it was augmented to become the Tourism/Film Commission. Most recently, the Commission has been involved with the development of the draft Mono County Economic Development Strategic Plan, and the desire is for the Commission to add economic development to its duties and title.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None.

B. Public Hearing to Accept the Final Product of Community Development Block Grant 12-CDBG-8400

Departments: Economic Development

PUBLIC HEARING: 10:00 A.M. - 20 Minutes

(Jeff Simpson) - Public hearing to accept the final product of Community Development Block Grant 12-CDBG-8400.

Recommended Action: Conduct public hearing. Consider and potentially approve final product. Provide any desired direction to staff.

Fiscal Impact: None at this time.

C. Economic Development Update

Departments: Economic Development

20 minutes (15 minute presentation; 5 minute discussion)

(Alicia Vennos/Jeff Simpson/Craig Schmidt, Mammoth Lakes Chamber of Commerce) - Presentation and update regarding current and upcoming Economic Development initiatives; as well as an overview by Craig Schmidt, Executive Director of Mammoth Lakes Chamber of Commerce, regarding collaborative, county-wide Business Retention & Expansion programs.

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

Fiscal Impact: None immediately. (A cost-sharing contribution for the development of the Business Retention & Expansion Survey, and analysis of results -- approximately \$5,500 -- is included in the Economic Development requested budget for FY 2015-16.)

D. Film Commission Update

Departments: Economic Development

20 minutes (15 minute presentation; 5 minute discussion)

(Alicia Vennos, Steve Morrison (Mono County Tourism and Film Commission), Shira Dubrovner (Mammoth Lakes Film Festival)) - Presentation and update on filming in Mono County by Alicia Vennos, (Film Commissioner), Steve Morrison, (Mono County Tourism and Film Commission), as well as Shira Dubrovner, (Mammoth Lakes Film Festival).

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

Fiscal Impact: None.

E. Temporary Closure of the Southernmost (last) Quarter Mile of Convict Lake Road.

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Paul Roten) - Construction of retaining walls and pavement requires the temporary closure of the southernmost (last) quarter mile of Convict Lake Road.

Recommended Action: Receive staff report regarding construction on Convict Lake Road. Consider and potentially adopt Resolution No. R15- , "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of a Portion of Convict Lake Road." Provide any desired direction to staff.

Fiscal Impact: None. The Convict Lake Road Reconstruction Project is fully funded

by federal and state grants. 88.53% sourced from the Federal Lands Access Program with 11.47% sourced from a State Transportation Improvement Program Grant.

F. Submittal of Final Invoice to the Sustainable Planning Grant Program for the General Plan Update

Departments: Community Development

10 minutes (5 minute presentation; 5 minute discussion)

(Wendy Sugimura) - Presentation by Wendy Sugimura regarding submittal of Final Invoice to the Sustainable Planning Grant Program for the General Plan Update.

Recommended Action: Confirm the submittal of the final invoice to the Sustainable Communities Planning Grant and Incentives Program, which has been funding the General Plan Update. Provide any desired direction to staff.

Fiscal Impact: Positive impact to General Fund. The total grant award for \$326,514.00 reimburses costs which otherwise would have come from the General Fund. The final invoice requests a final payment of \$58,835.22, of which \$47,038.73 was held back from past quarterly invoices pending completion of the grant work. This payment is anticipated for the FY 14-15 budget.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

D. Closed Session - Conference With Legal Counsel

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

E. 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 claims of Jonathan Madrid.

REGULAR AFTERNOON SESSION COMMENCES AT 1:30 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

13. REGULAR AGENDA - AFTERNOON

A. Resolution Determining that Jonathan Madrid is Eligible for Industrial Disability Retirement

Departments: Risk Management, County Counsel

15 minutes (5 minute presentation; 10 minute discussion)

(Sarah Messerlian) - Proposed Resolution Determining that Jonathan Madrid is Eligible for Industrial Disability Retirement.

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

Fiscal Impact: The County will make a payment from the Risk Management fund of approximately \$72,000 which is reimbursable upon PERS processing of the IDR application.

B. Mono County Voice and Electronic Media Retention Policy

Departments: Information Technology, County Counsel

15 minutes (10 minute presentation; 5 minute discussion)

(Nate Greenberg) - Proposed resolution establishing a records retention policy for electronic media and voice mail records maintained by the Mono County IT Department.

Recommended Action: Adopt proposed Resolution #R15-_____, adopting the Mono County Voice and Electronic Media Retention Policy. Provide any desired direction to staff.

Fiscal Impact: None

C. Information Technology Strategic Plan

Departments: Information Technology

20 minutes (10 minute presentation; 10 minute discussion)

(Nate Greenberg) - The Information Technology department has been engaged in an internally focused Strategic Planning effort since September, 2013. Today, a final draft of the IT Strategic Plan will be presented giving the Board an opportunity to provide feedback or comments before its final adoption by Town Council and the Board of Supervisors.

Recommended Action: Provide necessary feedback to staff to finalize a draft of the plan.

Fiscal Impact: None.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Board of Supervisors

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Recognition of Finance Department

AGENDA DESCRIPTION:

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

Public acknowledgement of appreciation of the Finance Department's staff for their hard work and dedication to the roll out of the county's new Innoprise Financial System.

RECOMMENDED ACTION:

None.

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
7/9/2015 1:55 PM	County Administrative Office	Yes
7/9/2015 12:15 PM	County Counsel	Yes
7/9/2015 11:57 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Board of Supervisors

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Recognition of the Assessor's Office

AGENDA DESCRIPTION:

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

Public acknowledgement of appreciation of the Assessor's office staff for their hard work and dedication in preparing the annual assessment roll.

RECOMMENDED ACTION:

None.

FISCAL IMPACT:

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PHONE/EMAIL: /

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7/9/2015 12:15 PM	County Counsel	Yes
7/9/2015 12:02 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Social Services

TIME REQUIRED

SUBJECT Agreement with Wild Iris for Child
Abuse Prevention Services (PSSF)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Wild Iris pertaining to Promoting Safe and Stable Families Grant services.

RECOMMENDED ACTION:

Approve County to enter into the proposed Agreement, and authorize Lynda Salcido, Mono County Interim CAO, to execute said Agreement on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The cost of the two year contract is \$20,000.00 (\$10,000.00 per year). All funding is State/Federal funding and accordingly, there is no cost to the County General Fund.

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

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
 - [Exhibit A](#)
 - [Exhibit B](#)
-

History

Time	Who	Approval
7/8/2015 11:00 AM	County Administrative Office	Yes
7/8/2015 12:20 PM	County Counsel	Yes
7/8/2015 9:45 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: June 28, 2015

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

Recommended Action:

Approve County entry into the proposed Agreement, and authorize Lynda Salcido, Mono County Interim CAO, to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

The cost of the two year contract is \$20,000.00 (\$10,000.00 per year). All funding is State/Federal 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 for the specific purpose of preventing and reducing child abuse and neglect. Promoting Safe and Stable Families (PSSF) is a federal program under Title IV-B, Subpart 2 of the Social Security Act for states to operate coordinated child and family services including community-based family support services, family preservation services, time-limited family reunification services and adoption promotion and support services to prevent child maltreatment among at-risk families, assure safety and stability of maltreated children, and support adoptive families.

Mono County receives \$10,000 per year in PSSF funding. The Mono County Child and Family Advisory Board (aka the Child Abuse Prevention Council) serves as the PSSF Collaborative (local planning body). In

accordance with the draft Minutes of the June 8, 2015 CAPC meeting (Exhibit B), the Council recommends that the PSSF funds be used to fund Wild Iris to provide services under this funding source. Total expenditures will not exceed \$10,000.00 per year, nor \$20,000.00 during the entire term of the two-year agreement.

Wild Iris has successfully provided services under the PSSF program for the last three fiscal years, addressing 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. Wild Iris offered these services countywide, coordinating closely with the Department of Social Services to identify families in need of assistance throughout Mono County.

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 FAMILY COUNSELING AND CRISIS CENTER
FOR THE PROVISION OF PSSF SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the Promoting Safe and Stable Families (PSSF) services of Wild Iris Family Counseling and Crisis Center, 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, 2015, to June 30, 2017, 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 **\$10,000.00 per year that this Agreement remains in effect, nor \$20,000.00 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 a quarterly monitoring report (set forth as Attachment A) along with an invoice for expenses and accompanying financial report (set forth as Attachment B) to the County on a quarterly basis. Quarterly invoices and associated required reporting shall be due from Contractor on or before October 15, 2015 and 2016; January 15, 2016 and 2017; April 15, 2016 and 2017; and **July 10, 2016 and 2017. Please note the earlier than usual due date for the month of July.** An Annual Report shall be due from Contractor on or before July 31 of each year. 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 Family Counseling and Crisis Center
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: _____
Lynda Salcido, Interim CAO
County of Mono

By: _____
Lisa Reel, Director
Wild Iris Family Counseling and Crisis Center

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS FAMILY COUNSELING AND CRISIS CENTER
FOR THE PROVISION OF PSSF SERVICES**

TERM:

FROM: July 1, 2015 TO: June 30, 2017

SCOPE OF WORK:

A. 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: 1) Family Preservation, 2) Family Support Services, 3) Adoption Promotion and Support, and 4) 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
- Professional Supervised Visitation
- 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>).

B. Quarterly and Annual Reporting

1. **Quarterly Monitoring Reports:** Will cover three (3) month periods and shall be provided to County by Contractor using the report template shown below. Contractor shall submit a Quarterly Monitoring Report along with an invoice for expenses and accompanying financial report to the County on a quarterly basis. Quarterly reporting and invoicing shall be due from Contractor on October 15, January 15, April 15, and July 10, of each year this Agreement is in effect. **Please note the earlier than usual due date for the month of July.**

Quarterly Monitoring Report Template:

- a. Name of Service Provider and Program.
 - b. Please provide a brief description of your activities for the reporting quarter/period, including any program improvements or challenges. Please include copies of any surveys or other tools used to measure client satisfaction.
 - c. Please share any unexpected outcomes (positive or negative), and any unmet community needs, discovered through providing these services.
2. **Annual Reports:** A comprehensive Annual Report will be provided to County by Contractor no later than **July 30** of each year using an annual report template as designated by the Office of Child Abuse Prevention (OCAP) for reporting on the use of OCAP funds. The annual report template will be provided to Contractor under separate cover.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS FAMILY COUNSELING AND CRISIS CENTER
FOR THE PROVISION OF PSSF SERVICES**

TERM:

FROM: July 1, 2015

TO: June 30, 2017

Contractor shall submit an invoice for expenses and accompanying financial report along with a Quarterly Monitoring Report to the County on a quarterly basis. Contractor shall submit quarterly financial reports detailing budget, expenditures, remaining balances and in-kind match, if any, using an Excel spreadsheet template provided by County to Contractor for reporting purposes.

Line Item changes: Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. Please notify County of any line item changes, and provide written justification for any line item change exceeding 30%. Proposed changes to the FY 2016-17 budget are to be submitted to County prior to the start of FY 2016-17.

PSSF Annual Budget - FY 2015-16 and FY 2016-17

Budget Item	Family Preservation	Family Support Services	Adoption Promotion and Support	Time-Limited Family Reunification Services	Approved Annual Budget
Client Assistance	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 5,000
Personnel and Operating Expenses	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 4,000
Indirect (10%)	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,000
TOTAL	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 10,000

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

Mono County Child Abuse Prevention Council

Mammoth Lakes Library – Ellie Randol Reading Room

400 Sierra Park Road, Mammoth Lakes, CA 93546

June 8, 2015 11:30AM-1:00PM

DRAFT MINUTES

CAPC Members Present: Molly DesBaillets, First 5 Mono County
Alex Ellis, Mono County Department of Social Services
Susi Bains, Wild Iris
Sal Montanez, Mono County Behavioral Health Department
Curtis Hill, Mono County Probation Department
Cindy Duriscoe, IMACA

CAPC Members Absent: Barbara Miller, Husky Club, and Mammoth Unified School District
Donnalisa Knowles, Parent Advocate and Community Member

CAPC Coordinator: Didi Tergesen, Mono County Office of Education

- 1. Call to Order:** Substitute Chairperson, Molly DesBaillets called the meeting to order at 11:32 AM.
- 2. Introductions**
- 3. Public Comment:** There was no public comment.
- 4. Approval of March 9, 2015 Minutes:** Curtis Hill motioned to approve the March 9, 2015 Minutes. Sal Montanez seconded the motion. There was no additional discussion. All approved. Motion carried.
- 5. Update CAPC Membership:** Barbara Miller submitted a letter resigning from serving as CAPC Chair and member. Sal Montanez motioned to approve Barbara Miller's membership resignation. Curtis Hill seconded the motion. Members shared appreciation for Barbara's years of CAPC service. CAPC by-laws require eight members on the CAPC. Didi will create a letter to recruit a new member and will disseminate. All approved. Motion carried.
- 6. Nominate and elect CAPC Chairperson and Vice-Chair for FY 2015-16.** Sal nominated Molly to serve as Chair for FY 2015-16. Alex nominated Sal to serve as Vice-Chair. Molly and Sal recused themselves from voting. Susi seconded the motions. All in favor. Motion carried.
- 7. CAPC Special Projects and County Children's Trust Fund (CTF) End of Year Review:** Mammoth Lakes Police Department purchased 25 3-in-1 convertible car seats through Baby Trend for Child Passenger Safety Check events and by appointment checks. The Mono County Office of Education is offering the Love & Logic Parenting Class with childcare. Between 10-12 parents are enrolled in the class. Wild Iris supplemented their Supervised Visitations, provided transportation assistance and advertised for foster parent recruitment. Funds filled a huge gap and were greatly appreciated. The Mono County Libraries purchased parent education, stress reduction and father involvement materials in English and Spanish. During the month of April, Strengthening Families displays were highlighted at each of the seven library branches throughout the county.

8. CAPC Program and Coordination Funding: Council will review Office of Child Abuse Prevention funded programs and will consider recommendation to the Board of Supervisors for continued funding for the next two fiscal years (FY 2015-16 and FY 2016-17). **(Action)**

- a. **CAPIT:** Wild Iris - \$35,000 per year (\$70,000 total). First 5 - \$30,000 per year (\$60,000 total). Curtis Hill motioned to recommend to the Board of Supervisors funding Wild Iris for \$35,000 per year for two years and First 5 for \$30,000 per year for two years. Cindy Duriscoe seconded the motion. Molly DesBaillets and Susi Bains recused themselves from the vote. All in favor. Motion carried.
- b. **CBCAP:** Wild Iris - \$14,000 per year (\$28,000 total). MCOE - \$19,000 per year (\$38,000 total). Cindy Duriscoe motioned to recommend to the Board of Supervisors funding for Wild Iris (\$14,000 per year for two years) and MCOE (\$19,000 per year for two years). Curtis Hill seconded the motion. Susi Bains recused herself from the vote. All in favor. Motion carried.
- c. **PSSF:** Wild Iris: \$10,000 per year (\$20,000 total). Curtis Hill motioned to recommend to the Board of Supervisors to fund Wild Iris for \$10,000 per year for two years. Sal Montanez seconded the motion. Susi Bains recused herself from the vote. All in favor. Motion carried.

9. Program and Coordinator Sharing and Updates: (Informational)

- a. **CAPC Coordinator:** Didi Tergesen, CAPC Coordinator shared that the April 30, 2015 Strengthening Families Training in Mono County went well and was well attended. Participants expressed a desire to continue to meet and to expand and increase interagency collaboration. The Strengthening Families Steering Committee decided to start an interagency "Walking Wednesdays". Starting June 10th, anyone interested in doing a lunchtime walk is welcome to meet at noon on the corner of Meridian and Sierra Park Road. Additionally, the SF Team plans to start a Strengthening Families Facebook page, to share events, trainings and resources.
- b. **Wild Iris:** Susi Bains shared recent staffing changes this spring. Wild Iris fundraise this summer with the carnival.
- c. **First 5:** This year, First 5 served 64 children and a total of 49 families through the Welcome Baby and Parenting Partners Programs. Forty-two of the children were in families that participated in both Welcome Baby and Parenting Partners Program. Twenty-two of the children and eighteen families were served through the Parenting Partners Program. There were 112 referrals from home visitors: seven referrals for early childhood intervention services, eight families were referred to adult education/parenting classes; nine families were referred to food assistance. Approximately 20 fathers participate in home visits.

10. Set Meeting Schedule and Location for fiscal year 2015-2016. Meetings will be held from 11:30 AM – 1:00 PM at the Mammoth Lakes Library, Ellie Randol Reading Room. If the Reading Room is not available, the alternate location will be the Upstairs Conference Room. Meeting dates will be September 14, 2015; December 14, 2015; March 14, 2016 and June 6, 2016.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Social Services

TIME REQUIRED

SUBJECT Agreement with Wild Iris for Child
Abuse Prevention Services (CBCAP)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Wild Iris pertaining to Community Based Child Abuse Prevention (CBCAP) Grant services.

RECOMMENDED ACTION:

Approve request to use CBCAP monies from the County Children's Trust Fund in an amount not to exceed \$28,000.00 for a two year period 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 agreement, and authorize Linda Salcido, Mono County Interim CAO, to execute the agreement on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The cost of the two year contract is \$28,000.00 (\$14,000.00 per year). All funding is State funding and accordingly, there is no cost to the County General Fund.

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

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

History

Time	Who	Approval
7/8/2015 11:00 AM	County Administrative Office	Yes
7/8/2015 12:23 PM	County Counsel	Yes
7/8/2015 9:43 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: June 28, 2015

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 CBCAP monies from the County Children's Trust Fund in an amount not to exceed \$28,000.00 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 agreement, and authorize Linda Salcido, Mono County Interim CAO, to execute the agreement on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

The cost of the two year contract is \$28,000.00 (\$14,000.00 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.

In accordance with the draft Minutes of the June 8, 2015, 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 2015-16 and FY 2016-17.

The community-based services that Wild Iris provided during FY 2013-14 and FY 2014-15 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 provided these services countywide.

Due to the success of these Wild Iris services, 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. 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

Mammoth Lakes Library – Ellie Randol Reading Room

400 Sierra Park Road, Mammoth Lakes, CA 93546

June 8, 2015 11:30AM-1:00PM

DRAFT MINUTES

CAPC Members Present: Molly DesBaillets, First 5 Mono County
Alex Ellis, Mono County Department of Social Services
Susi Bains, Wild Iris
Sal Montanez, Mono County Behavioral Health Department
Curtis Hill, Mono County Probation Department
Cindy Duriscoe, IMACA

CAPC Members Absent: Barbara Miller, Husky Club, and Mammoth Unified School District
Donnalisa Knowles, Parent Advocate and Community Member

CAPC Coordinator: Didi Tergesen, Mono County Office of Education

- 1. Call to Order:** Substitute Chairperson, Molly DesBaillets called the meeting to order at 11:32 AM.
- 2. Introductions**
- 3. Public Comment:** There was no public comment.
- 4. Approval of March 9, 2015 Minutes:** Curtis Hill motioned to approve the March 9, 2015 Minutes. Sal Montanez seconded the motion. There was no additional discussion. All approved. Motion carried.
- 5. Update CAPC Membership:** Barbara Miller submitted a letter resigning from serving as CAPC Chair and member. Sal Montanez motioned to approve Barbara Miller's membership resignation. Curtis Hill seconded the motion. Members shared appreciation for Barbara's years of CAPC service. CAPC by-laws require eight members on the CAPC. Didi will create a letter to recruit a new member and will disseminate. All approved. Motion carried.
- 6. Nominate and elect CAPC Chairperson and Vice-Chair for FY 2015-16.** Sal nominated Molly to serve as Chair for FY 2015-16. Alex nominated Sal to serve as Vice-Chair. Molly and Sal recused themselves from voting. Susi seconded the motions. All in favor. Motion carried.
- 7. CAPC Special Projects and County Children's Trust Fund (CTF) End of Year Review:** Mammoth Lakes Police Department purchased 25 3-in-1 convertible car seats through Baby Trend for Child Passenger Safety Check events and by appointment checks. The Mono County Office of Education is offering the Love & Logic Parenting Class with childcare. Between 10-12 parents are enrolled in the class. Wild Iris supplemented their Supervised Visitations, provided transportation assistance and advertised for foster parent recruitment. Funds filled a huge gap and were greatly appreciated. The Mono County Libraries purchased parent education, stress reduction and father involvement materials in English and Spanish. During the month of April, Strengthening Families displays were highlighted at each of the seven library branches throughout the county.

8. CAPC Program and Coordination Funding: Council will review Office of Child Abuse Prevention funded programs and will consider recommendation to the Board of Supervisors for continued funding for the next two fiscal years (FY 2015-16 and FY 2016-17). **(Action)**

- a. **CAPIT:** Wild Iris - \$35,000 per year (\$70,000 total). First 5 - \$30,000 per year (\$60,000 total). Curtis Hill motioned to recommend to the Board of Supervisors funding Wild Iris for \$35,000 per year for two years and First 5 for \$30,000 per year for two years. Cindy Duriscoe seconded the motion. Molly DesBaillets and Susi Bains recused themselves from the vote. All in favor. Motion carried.
- b. **CBCAP:** Wild Iris - \$14,000 per year (\$28,000 total). MCOE - \$19,000 per year (\$38,000 total). Cindy Duriscoe motioned to recommend to the Board of Supervisors funding for Wild Iris (\$14,000 per year for two years) and MCOE (\$19,000 per year for two years). Curtis Hill seconded the motion. Susi Bains recused herself from the vote. All in favor. Motion carried.
- c. **PSSF:** Wild Iris: \$10,000 per year (\$20,000 total). Curtis Hill motioned to recommend to the Board of Supervisors to fund Wild Iris for \$10,000 per year for two years. Sal Montanez seconded the motion. Susi Bains recused herself from the vote. All in favor. Motion carried.

9. Program and Coordinator Sharing and Updates: (Informational)

- a. **CAPC Coordinator:** Didi Tergesen, CAPC Coordinator shared that the April 30, 2015 Strengthening Families Training in Mono County went well and was well attended. Participants expressed a desire to continue to meet and to expand and increase interagency collaboration. The Strengthening Families Steering Committee decided to start an interagency "Walking Wednesdays". Starting June 10th, anyone interested in doing a lunchtime walk is welcome to meet at noon on the corner of Meridian and Sierra Park Road. Additionally, the SF Team plans to start a Strengthening Families Facebook page, to share events, trainings and resources.
- b. **Wild Iris:** Susi Bains shared recent staffing changes this spring. Wild Iris fundraise this summer with the carnival.
- c. **First 5:** This year, First 5 served 64 children and a total of 49 families through the Welcome Baby and Parenting Partners Programs. Forty-two of the children were in families that participated in both Welcome Baby and Parenting Partners Program. Twenty-two of the children and eighteen families were served through the Parenting Partners Program. There were 112 referrals from home visitors: seven referrals for early childhood intervention services, eight families were referred to adult education/parenting classes; nine families were referred to food assistance. Approximately 20 fathers participate in home visits.

10. Set Meeting Schedule and Location for fiscal year 2015-2016. Meetings will be held from 11:30 AM – 1:00 PM at the Mammoth Lakes Library, Ellie Randol Reading Room. If the Reading Room is not available, the alternate location will be the Upstairs Conference Room. Meeting dates will be September 14, 2015; December 14, 2015; March 14, 2016 and June 6, 2016.

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS FAMILY COUNSELING AND CRISIS CENTER
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 Family Counseling and Crisis Center, 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, 2015, to June 30, 2017, 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 **\$14,000.00 per year that this Agreement remains in effect, nor \$28,000.00 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 a quarterly monitoring report (set forth as Attachment A) along with an invoice for expenses and accompanying financial report (set forth as Attachment B) to the County on a quarterly basis. Quarterly invoices and associated required reporting shall be due from Contractor on or before October 15, 2015 and 2016; January 15, 2016 and 2017; April 15, 2016 and 2017; and **July 10, 2016 and 2017. Please note the earlier than usual due date for the month of July.** An Annual Report shall be due from Contractor on or before July 31 of each year. 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 Family Counseling and Crisis Center
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: _____
Lynda Salcido, Interim CAO
County of Mono

By: _____
Lisa Reel, Director
Wild Iris Family Counseling and Crisis Center

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, 2015 TO: June 30, 2017

SCOPE OF WORK:

A. 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 Professional 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. **Advocacy/Public Awareness:** Contractor shall provide public and community advocacy and 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 and 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.
3. **Alternative Response:** Alternative response is a Child Welfare Services system reform that enables child protective services (CPS) to differentiate its response to reports of child abuse and neglect based on several factors. Mono County Child Protective Services is working to employ alternative response in an effort to respond more flexibly to child abuse and neglect reports, and to better meet individual family needs. When CPS determines that outreach is the most appropriate response, and at the request of CPS, Contractor shall assist CPS in conducting outreach.

Contractor may assist families to obtain professional supervised visitation monitoring. Professional supervised visitation monitoring is defined as contact between a noncustodial party and one or more children in the presence of a neutral third person. Contractor will provide trained, certified professional visitation monitor services to **high need families prior to allegations of abuse and neglect**. These funds must **not** be used to serve families with an open child welfare case. The goal of this service is to provide a safe and secure environment, free of conflict for children to visit with a non-custodial parent. Contractor will first and foremost assure the safety and welfare of the child, adults, and providers of supervised visitation. It is expected that the majority of requests for supervised visitation will come through the Mono County family courts, with a small number of referrals from private family mediators and family law attorneys.

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. Quarterly and Annual Reporting

1. **Quarterly Monitoring Reports:** Will cover three (3) month periods and shall be provided to County by Contractor using the report template shown below. Contractor shall submit a Quarterly Monitoring Report along with an invoice for expenses and accompanying financial report to the County on a quarterly basis. Quarterly reporting and invoicing shall be due from Contractor on October 15, January 15, April 15, and July 10, of each year this Agreement is in effect. **Please note the earlier than usual due date for the month of July.**

Quarterly Monitoring Report Template:

- a. Name of Service Provider and Program.

- b. Please provide a brief description of your activities for the reporting quarter/period, including any program improvements or challenges. Please include copies of any surveys or other tools used to measure client satisfaction.
 - c. Please share any unexpected outcomes (positive or negative), and any unmet community needs, discovered through providing these services.
2. **Annual Reports:** A comprehensive Annual Report will be provided to County by Contractor no later than **July 30** of each year using an annual report template as designated by the Office of Child Abuse Prevention (OCAP) for reporting on the use of OCAP funds. The annual report template will be provided to Contractor under separate cover.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS FAMILY COUNSELING AND CRISIS CENTER
FOR THE PROVISION OF CBCAP SERVICES**

**TERM:
FROM: July 1, 2015 TO: June 30, 2017**

Contractor shall submit an invoice for expenses and accompanying financial report along with a Quarterly Monitoring Report to the County on a quarterly basis. Contractor shall submit quarterly financial reports detailing budget, expenditures, remaining balances and in-kind match, if any, using an Excel spreadsheet template provided by County to Contractor for reporting purposes.

Line Item changes: Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. Please notify County of any line item changes, and provide written justification for any line item change exceeding 30%. Proposed changes to the FY 2016-17 budget are to be submitted to County prior to the start of FY 2016-17.

CBCAP Annual Budget - FY 2015-16 and FY 2016-17

1. Mental Health Professional Services	Approved Budget
Personnel (salary and benefits)	\$ 300
Other Expenses: Mental Health Professionals: average of 6 one hour sessions per client, x five clients, x \$80/hr.	\$ 2,400
Indirect (10%)	\$ 300
Total Operating Expenses	\$ 3,000

2. Advocacy/Public Awareness	Approved Budget
Personnel (salary and benefits); Travel; General Operating Expenses (rent, telephone, utilities); Office Supplies; Materials	\$ 1,000
Media—Advertising	\$ 1,700
Indirect (10%)	\$ 300
Total Operating Expenses	\$ 3,000

3. Alternative Response	Approved Budget
Personnel (salary and benefits); Travel; General Operating Expenses (rent, telephone, utilities); Office Supplies; Materials	\$ 3,000
Other Expenses: Certified Supervised Visitation Monitors: approx. 120 supervised visits @ \$35/hour	\$ 4,200
Indirect (10%)	\$ 800
Total Operating Expenses	\$ 8,000

TOTAL all Strategies above (1. - 3.)	TOTAL Budget
	\$ 14,000

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Joint Powers Agreement for Mono
North Star Counseling Program

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed joint powers agreement with Mono County Superintendent of Schools to provide mental health counseling services to students and their families referred by the Eastern Sierra or Mammoth Unified School District or the Mono County Office of Education.

RECOMMENDED ACTION:

Approve County entry into proposed joint powers agreement and authorize Robin Roberts, Mono County Behavioral Health Director, to execute said agreement on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund. MCBH will provide staff for the project; this position is funded by Mental Health Services Act dollars.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1729 / rroberts@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:

Stacey Adler, Mono County Superintendent of Schools, P.O.
Box 130, Mammoth Lakes, CA 93546.
Robin Roberts, Behavioral Health Director, Mono County.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Staff Report](#)
- [Proposed Agreement](#)

History

Time	Who	Approval
7/8/2015 11:01 AM	County Administrative Office	Yes
7/8/2015 2:47 PM	County Counsel	Yes
7/8/2015 10:39 AM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, Behavioral Health Director
DATE: July 14, 2015

SUBJECT:

Joint Powers Agreement between Mono County Behavioral Health and Mono County Office of Education establishing the Mono North Star Counseling Program.

DISCUSSION:

In an effort to make behavioral health services available to students attending schools in Mammoth Lakes (and also available to students in the unincorporated areas who prefer to receive these services in Mammoth) and their families, the proposed JPA between Mono County Behavioral Health (MCBH) and the Mono County Office of Education (MCOE) would establish a one-year pilot project called the "Mono North Star Program," (the "Program") to be operated out of the "Mono North Star Counseling Center" (the "Center") located in a separate office on the Mammoth Schools campus.

The JPA provides for a sharing of costs and staffing for the Program and the Center between MCOE and MCBH. Specifically, MCOE would provide the facility (including all maintenance, janitorial, utilities, equipment, and supplies), and an administrative staff person to operate and manage the Program on a day-to-day basis (e.g., scheduling appointments, conducting client intakes, etc.). MCBH would provide trained mental health clinicians to serve the Program's clients. In addition, MCBH would train the MCOE administrative staff person regarding compliance with medical confidentiality laws and MediCal policies and requirements.

Providing school-based services often eliminates the barriers and stigma associated with behavioral health treatment and through this agreement both entities are committed to creating an on-campus counseling center for students, families, school administrators and teachers.

Currently MCBH offers counseling services for the Eastern Sierra Unified School District at school sites throughout the County, on an as-needed basis. However, should this pilot program prove successful, MCOE and MCBH will look at expanding it to ESUSD schools by potentially establishing similar school-based counseling centers in other communities.

In addition, should Mono County community members not affiliated with the schools prefer to receive behavioral health services at the new Counseling Center than at MCBH offices, then the JPA provides for that as well.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund.

MCBH will provide staff for the project; this position is funded by Mental Health Services Act dollars.

SUBMITTED BY:

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740

JOINT POWERS AGREEMENT

**FOR THE ESTABLISHMENT AND OPERATION
OF THE MONO NORTH STAR PROGRAM**

By and Between

MONO COUNTY,

a political subdivision of the State of California

and

THE MONO COUNTY SUPERINTENDENT OF SCHOOLS,

a statutorily-created public agency.

THIS JOINT POWERS AGREEMENT (“JPA”), dated and effective as of July 1, 2015, is made by and between the Mono County Superintendent of Schools (dba Mono County Office of Education), hereinafter referred to as “MCOE” and Mono County, California, a political subdivision of the State of California (on behalf of its Department of Behavioral Health), hereinafter referred to as “MCBH.” MCOE and MCBH may be jointly referred to herein as “the Parties.”

WHEREAS, the California Joint Exercise of Powers Law (Cal. Government Code §§ 6500 et seq.), hereinafter the “JPA Law,” authorizes two or more public agencies to enter into an agreement to jointly exercise any power common to both; and

WHEREAS, MCBH and MCOE are “public agencies” within the meaning of the JPA Law; and

WHEREAS, the Parties wish to enter into this JPA for the purpose of implementing, staffing, and operating a mental health counseling service for eligible elementary, middle, and high school students and their families, as well as for the community at-large; and

WHEREAS, the Parties possess in common the power to provide the services described herein, and to acquire and expend funds therefor; and

WHEREAS, the Parties do not intend to create a separate entity with this Agreement, but rather intend to use this Agreement to work together to jointly provide a needed service within Mono County;

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE 1
DEFINITIONS

Unless the context otherwise requires, the words and terms defined in this Article shall, for the purposes of this Agreement, have the meaning herein specified.

1. **"Agreement"** means this Joint Powers Agreement.
2. **"Mono North Star Program" or "Program"** means the individual, group, family, or couples counseling services and related operations provided pursuant to this Agreement.
3. **"Mono North Star Counseling Center" or "Center"** means a physical facility, separate and distinct from an operating school site, at which Mono North Star Program counseling services are provided and administrative staff is housed. Currently, the Center is located at Suite 103 of the Sierra Park Annex, 365 Sierra Park Road, in Mammoth Lakes, California. The location of the Center may be changed from time to time by the mutual written consent of the Parties' Representatives, as defined below.
4. **"Consumer"** means a student (and his or her family) attending a school operated by the Mammoth Unified School District or the Mono County Office of Education, who has been referred for and has agreed to participate in counseling services provided by the Program, or a Mono County or Mammoth Lakes community member receiving counseling services at the Mono North Star Counseling Center.
5. **"Representative" or "Party Representative"** means the following: For MCBH the Representative shall be the Mono County Director of Behavioral Health; for MCOE the Representative shall be the Mono County Superintendent of Schools.
6. **"Family Educational Rights and Privacy Act" or "FERPA"** means that body of law found at 20 U.S.C. § 1232g, with implementing regulations at 34 CFR Part 99.
7. **"Student Information" or "SI"** means any information about a student that is in the possession of (e.g., within school files) or known by school officials and which is subject to the protections set forth in FERPA.
8. **"Health Insurance Portability and Accountability Act of 1996" or "HIPAA"** means that body of law found at Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American

Recovery and Reinvestment Act of 2009 (“HITECH Act”) and regulations at 45 CFR Parts 160 and 164.

9. **“Business Associate”** means any employee of MCOE who provides work or services pursuant to this Agreement and, as a result, has access to PHI.
10. **“Protected Health Information” or “PHI”** shall have the meaning set forth in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.

ARTICLE 2 **GENERAL PROVISIONS**

Section 1. Purpose. The purpose of this Agreement is to enable the Parties to work together cooperatively to establish, staff, and operate a mental health counseling service for Consumers.

Section 2. Term and Termination. The term of this Agreement will be one year beginning on July 1, 2015 (the “Commencement Date”), and terminating on June 30, 2016, (the “Expiration Date”). Upon written letter agreement signed by the Parties’ Representatives and executed prior to the Expiration Date, this Agreement may be renewed for subsequent one-year terms, or such longer terms as may be set forth therein. This Agreement may be terminated at will and without cause by either Party upon thirty (30) calendar days’ written notice.

Section 3. Program. The Mono North Star Program is a collaborative effort between MCOE and MCBH to pool resources for the purpose of offering and providing mental health counseling services to Consumers (both MediCal eligible and non-MediCal eligible) at Consumers’ school sites, the Mono North Star Counseling Center, or for case management, rehabilitation or psychiatric services, at the offices of MCBH.

Section 4. MCOE Responsibilities.

1. **Administrative Staff.** MCOE will provide an administrative staff person who will be an employee of MCOE supervised by the County Superintendent of Schools, or her designee, who shall provide administrative support services for the Program.
 - A. **FERPA.** The administrative staff person is a school official subject to FERPA and shall at all times comply with the requirements of

FERPA when performing work or services pursuant to this Agreement.

- B. **HIPAA.** In addition, by virtue of this Agreement, the administrative staff person is a Business Associate of MCBH under HIPAA and shall be subject to and comply with the provisions set forth in the Business Associate Agreement which is attached to this Agreement as Exhibit A and incorporated by this reference.
- C. **Schedule.** The administrative staff person will be based at the Mono North Star Counseling Center and shall work in accordance with a schedule mutually agreed upon by the Parties' Representatives.
- D. **Skills, Training, and Responsibilities.** The administrative staff person shall be responsible for the day-to-day administrative operation and support of the Mono North Star Program, including but not limited to the following:
 - i. Scheduling and keeping track of appointments, cancellations and other scheduling matters, in coordination with MCOE and MCBH.
 - ii. Managing and maintaining accurate intake, phone logs, and other notes, information, or materials related to Program administration and operation.
 - iii. Participating in training(s) provided by MCBH, pursuant to paragraph 4 of Section 5 of this Agreement, with respect to the policies, procedures, and requirements of MediCal, HIPAA and MCBH.
 - iv. Providing assistance to Consumers with MediCal enrollment and related paperwork.
 - v. Complying with applicable laws, rules, and procedures and requesting assistance, when needed, from MCBH, in order to maintain such compliance.
 - vi. Adhering to MCOE employment policies and procedures.

2. Mono North Star Counseling Center. MCOE will provide a facility suitable for use as a reception area and counseling office in Mammoth Lakes which shall serve as the Mono North Star Counseling Center.

- B. **Equipment and Supplies.** MCOE will supply all furniture (including secure file cabinets), equipment (e.g., computers, computer security, telephones, and a photocopier) utilities, and office supplies required for the operation and management of the

Center and provision of the Program. Such equipment and supplies shall at all times during the term of this Agreement be, and upon termination or expiration shall remain, the property of MCOE.

- C. *Operational Services.* MCOE will provide all building maintenance, repair and janitorial services for the Center, including technical support for computers, telephones and any other equipment located at the Center and utilized in the performance of this Agreement.

Section 5. MCBH Responsibilities.

1. Clinicians. MCBH will provide the services of one or more trained mental health professionals (hereinafter referred to as "Clinicians"), as needed, for the purpose of providing counseling services to Consumers under this Agreement at the Center or at individual school sites, as applicable. Clinicians will be employees of Mono County and will be supervised by the MCBH Director, or her designee.
2. Counseling Services. Clinicians will provide counseling services to all eligible Consumers and shall determine Consumer treatment needs and the nature, frequency and duration of services, based on their professional training and judgment and in accordance with applicable laws. Consumers who are MediCal eligible will be given preference for scheduling purposes over those who are private pay, voucher, or privately insured.
3. Billing. MCBH will perform all billing and collection for services provided pursuant to this Agreement including, but not limited to billing and collection of MediCal, private pay, private insurance, and co-payments.
4. Training. MCBH will provide initial and, as needed, ongoing training to the MCOE administrative staff person providing services under this Agreement regarding HIPAA compliance and MediCal and MCBH procedures, timelines, policies, and requirements. Such training shall include the following topics:
 - A. MediCal enrollment.
 - B. MediCal and MCBH requirements related to scheduling and timeliness of services.
 - C. MCBH referral system for psychiatry, case management, rehabilitation aide services, physical healthcare, or other services.
 - D. MCBH crisis protocols and policies.
 - E. HIPAA and Welfare and Institutions Code privacy, confidentiality, and security requirements.

Section 6. Consumer Confidentiality.

1. It shall be the responsibility of MCOE and MCBH to ensure that their respective employees who provide work or services pursuant to this Agreement comply with the requirements of FERPA (applicable to school officials) and HIPAA (applicable to school officials who are Business Associates under this Agreement and to MCBH employees). Examples of key compliance issues and requirements are provided in the following paragraphs. These examples are not intended to be an exclusive list of issues that may arise in conjunction with the performance of this Agreement, but instead are provided for illustrative purposes:
 - a. In accordance with FERPA, no Student Information (or SI) may be shared by MCOE -- or School District -- staff with MCBH staff without written permission from the student's parent, guardian, or legal representative (or written permission from the student if he or she is over 18 years of age).
 - b. In accordance with HIPAA, when MCOE staff provide work or services under this Agreement, no PHI which they receive or have access to (including whether a Consumer made or attended a counseling appointment, how the Consumer is doing in counseling, the treatment being provided, etc.) may be shared with MCOE or School District staff unless a release of information that complies with HIPAA and California Welfare and Institutions Code (W&I) § 5328 authorizing that disclosure has been executed by the Consumer's parent, guardian, or legal representative (or by the Consumer if he or she is over 18 years of age).
 - c. Under HIPAA and W&I § 5328, MCBH staff may not share information with MCOE staff (except on an as-needed basis with a Business Associate) or with School District staff unless a release of information that complies with HIPAA and W&I § 5328 authorizing such disclosure has been executed by the Consumer's parent, guardian, or legal representative (or by the Consumer if he or she is over 18 years of age).
 - d. Under HIPAA and FERPA, information sharing about a Consumer (i.e., back-and-forth discussions between MCOE and MCBH involving PHI from MCBH or its Business Associate, and SI from MCOE), requires both a release complying with HIPAA and W&I 5328 signed by the parent, guardian, or legal representative (or by the Consumer if he or she is over 18 years of age) and written permission as required by FERPA.

Section 7. Evaluation. The Parties' Representatives will meet within the first six months that this Agreement is in effect (and annually thereafter if this Agreement is renewed) to discuss the overall operations of the Mono North Star Program and to address any issues or concerns which have arisen during the period preceding the meeting. No PHI or SI shall be disclosed or discussed at such meetings, without appropriate releases.

Section 8. Costs and Revenues.

1. Administrative costs including but not limited to administrative staff person salary and benefits, workers' compensation, furniture, office equipment and supplies, office utilities, rent, routine building or office maintenance, repair, and janitorial services for the property or facility utilized in providing services under this Agreement shall be paid directly by and shall be the sole responsibility of MCOE. MCBH shall have no obligation for such costs or expenses.
2. Clinician costs, including but not limited to clinician salary and benefits, workers' compensation, medical malpractice insurance, and travel and mileage shall be paid directly and shall be the sole responsibility of MCBH. MCOE shall have no obligation for such costs or expenses.
3. MCBH shall be responsible for its own costs to provide training as set forth in this Agreement, including the costs of materials, supplies, and outside consultants retained for such purposes.
4. MCBH shall be entitled to all revenues received for counseling services provided pursuant to this Agreement, including reimbursement for services paid for by voucher issued by MCOE or the School District.

Section 9. Records.

All documents, records, files, notes, or other client data (the "Records") produced as part of the Mono North Star Program shall be throughout the term of this Agreement, and shall remain thereafter, the property of MCBH. Notwithstanding the foregoing, the Records may be physically stored at the Center during the term of this Agreement, provided that appropriate safeguards are in place to protect PHI as required by HIPAA and the California Welfare and Institutions Code.

Section 10. Nondiscrimination.

During the performance of this Agreement, neither Party, nor its agents, officers, or employees shall 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, sexual orientation, or for any other reason prohibited by State or federal law. The Parties and their 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. The Parties 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.

Section 11. Notice and Party Representatives. This Agreement shall be administered on behalf of the Parties by the following persons, to whom any notices or correspondence concerning the Agreement shall be directed:

Mono County Department of Behavioral Health:

Robin K. Roberts, Director
Mono County Dept. of Behavioral Health
P.O. Box 2619
Mammoth Lakes, CA 93546
760.924.1740
rroberts@mono.ca.gov

Mono County Office of Education:

Stacey Adler, PhD.
Mono County Superintendent of Schools
P.O. Box 130
Mammoth Lakes, CA 93546
760.934.0031
sadler@monocoe.org

Either party may change the name or address for notice by providing written notice to the other Party.

Section 12. Insurance and Indemnification.

1. Professional errors and omissions liability (medical malpractice) insurance covering clinicians and supervisors employed by MCBH in the provision of services under this Agreement shall be provided through Mono County and its insurance carrier. Mono County shall arrange for MCOE to be named as an additional insured for issues solely related to the Mono North Star program.
2. General liability insurance covering the Mono North Star Counseling Center shall be provided through MCOE and its insurance carrier. MCOE shall arrange

for Mono County to be named as an additional insured for issues solely related to the Mono North Star Program.

3. Each Party shall provide workers' compensation insurance coverage, in the statutorily required amounts, for its employees engaged in the provision of work or services under this Agreement.
4. MCOE will defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or alleged to have arisen or resulted from any act or omission of its employees, officers, agents, or volunteers under this Agreement. MCOE's obligation under this paragraph applies to any actual or alleged personal injury, death, or damage to tangible or intangible property, including the loss of use and is not limited to, or restricted by, any requirement in this Agreement for either party to procure and maintain a policy of insurance.
5. MCBH will defend, indemnify, and hold harmless MCOE, 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, or alleged to have arisen or resulted from any act or omission of its employees, officers, agents, or volunteers under this Agreement. County's obligation under this paragraph applies to any actual or alleged personal injury, death, or damage to tangible or intangible property, including the loss of use and is not limited to, or restricted by, any requirement in this Agreement for either party to procure and maintain a policy of insurance.

ARTICLE 3

MISCELLANEOUS

Section 1. Caption Headings. All caption headings in this Agreement are for convenience of reference only and are not to be interpreted as modifying or governing language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 2. Consent. Whenever in this Agreement any consent or approval is required, it shall not be unreasonably withheld.

Section 3. Amendments. This Agreement may be amended at any time upon approval of the respective legislative bodies of the Parties.

Section 4. Governing Law. This Agreement is made and entered into under the Constitution, FERPA, HIPAA, and other Federal and State laws that might apply is to be construed thereby.

Section 5. Severability. In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provisions of this agreement.

Section 6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective parties hereto. No party may assign any right or obligation herein without the written consent of the other party hereto.

Section 7. Other Documents. Each Party hereto shall execute such other and further certificates, instruments, and other documents, provide all such information and take or refrain from taking all such action as may be necessary and proper to implement, complete, and perfect the transactions contemplated by this Agreement.

Section 8. Version of this Document. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter contained herein.

Signed this _____ day of _____, 2015.

STACEY ADLER, PhD
County Superintendent of Schools

ROBIN ROBERTS, Director
Mono County Behavioral Health

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:

Sarah Messerlian, Risk Manager

EXHIBIT A

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between the Mono County Office of Education, and the County of Mono (the “Covered Entity”), and applies to the functions that the administrative staff person (the “Business Associate”) will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) **Business Associate.** “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) **Breach.** “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) **Covered Entity.** “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) **Electronic Protected Health Information.** “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) **Individual.** “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) **Master Agreement.** “Master Agreement” shall mean the contract or other agreement

to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose

Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer,

subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any

Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent,

subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer
Attn: Risk Manager
P.O. Box 696
Bridgeport, CA 93517

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Social Services

TIME REQUIRED

SUBJECT Agreement with Mono County Office
of Education for CAPC Coordination

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Mono County Office of Education pertaining to Child Abuse Prevention Council coordination services.

RECOMMENDED ACTION:

Approve request to use CBCAP monies in the County Children's Trust Fund in an amount not to exceed \$38,000.00 to fund coordination services for the Mono County Child Abuse Prevention Council. Approve the County to enter into the proposed contract for said services with the Mono County Office of Education, and authorize Lynda Salcido, Mono County Interim CAO, to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The cost of the two year contract is \$38,000.00 (\$19,000.00 per year). All requested funds shall come from the County Children's Trust Fund and there is no cost to the Mono County General Fund.

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

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

History

Time	Who	Approval
7/8/2015 11:00 AM	County Administrative Office	Yes
7/8/2015 12:24 PM	County Counsel	Yes
7/8/2015 11:25 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: June 28, 2015

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 CBCAP monies in the County Children's Trust Fund in an amount not to exceed \$38,000.00 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 Lynda Salcido, Mono County Interim CAO, to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

The cost of the two year contract is \$38,000.00 (\$19,000.00 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 it feels will help facilitate their efforts to prevent child abuse and neglect in Mono County.

In accordance with the draft Minutes of the June 8, 2015 CAPC meeting (Exhibit B), the Council recommends that funds held in the County Children's Trust Fund be used in part to fund the Mono County Office of Education to provide CAPC Coordination services. Total expenditures will not exceed \$19,000.00 per year, nor \$38,000.00 during the entire term of the agreement.

It is the role of the Child Abuse Prevention Council 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.

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:

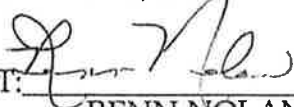
SECTION ONE: Pursuant to Section 18965 of the Welfare and Institutions Code, the Board hereby designates the Mono County Child and Family Advisory Board as its "designated commission" in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions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

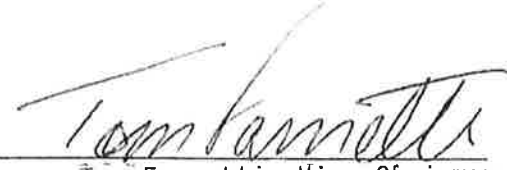
SECTION TWO: Pursuant to Section 18966 of the Welfare and Institutions Code, the Board hereby establishes the Mono County Children's Trust Fund. The Fund shall consist of such funds and be administered for such purposes as are specified by Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare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

Mammoth Lakes Library – Ellie Randol Reading Room

400 Sierra Park Road, Mammoth Lakes, CA 93546

June 8, 2015 11:30AM-1:00PM

DRAFT MINUTES

CAPC Members Present: Molly DesBaillets, First 5 Mono County
Alex Ellis, Mono County Department of Social Services
Susi Bains, Wild Iris
Sal Montanez, Mono County Behavioral Health Department
Curtis Hill, Mono County Probation Department
Cindy Duriscoe, IMACA

CAPC Members Absent: Barbara Miller, Husky Club, and Mammoth Unified School District
DonnaLisa Knowles, Parent Advocate and Community Member

CAPC Coordinator: Didi Tergesen, Mono County Office of Education

- 1. Call to Order:** Substitute Chairperson, Molly DesBaillets called the meeting to order at 11:32 AM.
- 2. Introductions**
- 3. Public Comment:** There was no public comment.
- 4. Approval of March 9, 2015 Minutes:** Curtis Hill motioned to approve the March 9, 2015 Minutes. Sal Montanez seconded the motion. There was no additional discussion. All approved. Motion carried.
- 5. Update CAPC Membership:** Barbara Miller submitted a letter resigning from serving as CAPC Chair and member. Sal Montanez motioned to approve Barbara Miller's membership resignation. Curtis Hill seconded the motion. Members shared appreciation for Barbara's years of CAPC service. CAPC by-laws require eight members on the CAPC. Didi will create a letter to recruit a new member and will disseminate. All approved. Motion carried.
- 6. Nominate and elect CAPC Chairperson and Vice-Chair for FY 2015-16.** Sal nominated Molly to serve as Chair for FY 2015-16. Alex nominated Sal to serve as Vice-Chair. Molly and Sal recused themselves from voting. Susi seconded the motions. All in favor. Motion carried.
- 7. CAPC Special Projects and County Children's Trust Fund (CTF) End of Year Review:** Mammoth Lakes Police Department purchased 25 3-in-1 convertible car seats through Baby Trend for Child Passenger Safety Check events and by appointment checks. The Mono County Office of Education is offering the Love & Logic Parenting Class with childcare. Between 10-12 parents are enrolled in the class. Wild Iris supplemented their Supervised Visitations, provided transportation assistance and advertised for foster parent recruitment. Funds filled a huge gap and were greatly appreciated. The Mono County Libraries purchased parent education, stress reduction and father involvement materials in English and Spanish. During the month of April, Strengthening Families displays were highlighted at each of the seven library branches throughout the county.

8. CAPC Program and Coordination Funding: Council will review Office of Child Abuse Prevention funded programs and will consider recommendation to the Board of Supervisors for continued funding for the next two fiscal years (FY 2015-16 and FY 2016-17). **(Action)**

- a. **CAPIT:** Wild Iris - \$35,000 per year (\$70,000 total). First 5 - \$30,000 per year (\$60,000 total). Curtis Hill motioned to recommend to the Board of Supervisors funding Wild Iris for \$35,000 per year for two years and First 5 for \$30,000 per year for two years. Cindy Duriscoe seconded the motion. Molly DesBaillets and Susi Bains recused themselves from the vote. All in favor. Motion carried.
- b. **CBCAP:** Wild Iris - \$14,000 per year (\$28,000 total). MCOE - \$19,000 per year (\$38,000 total). Cindy Duriscoe motioned to recommend to the Board of Supervisors funding for Wild Iris (\$14,000 per year for two years) and MCOE (\$19,000 per year for two years). Curtis Hill seconded the motion. Susi Bains recused herself from the vote. All in favor. Motion carried.
- c. **PSSF:** Wild Iris: \$10,000 per year (\$20,000 total). Curtis Hill motioned to recommend to the Board of Supervisors to fund Wild Iris for \$10,000 per year for two years. Sal Montanez seconded the motion. Susi Bains recused herself from the vote. All in favor. Motion carried.

9. Program and Coordinator Sharing and Updates: (Informational)

- a. **CAPC Coordinator:** Didi Tergeesen, CAPC Coordinator shared that the April 30, 2015 Strengthening Families Training in Mono County went well and was well attended. Participants expressed a desire to continue to meet and to expand and increase interagency collaboration. The Strengthening Families Steering Committee decided to start an interagency "Walking Wednesdays". Starting June 10th, anyone interested in doing a lunchtime walk is welcome to meet at noon on the corner of Meridian and Sierra Park Road. Additionally, the SF Team plans to start a Strengthening Families Facebook page, to share events, trainings and resources.
- b. **Wild Iris:** Susi Bains shared recent staffing changes this spring. Wild Iris fundraise this summer with the carnival.
- c. **First 5:** This year, First 5 served 64 children and a total of 49 families through the Welcome Baby and Parenting Partners Programs. Forty-two of the children were in families that participated in both Welcome Baby and Parenting Partners Program. Twenty-two of the children and eighteen families were served through the Parenting Partners Program. There were 112 referrals from home visitors: seven referrals for early childhood intervention services, eight families were referred to adult education/parenting classes; nine families were referred to food assistance. Approximately 20 fathers participate in home visits.

10. Set Meeting Schedule and Location for fiscal year 2015-2016. Meetings will be held from 11:30 AM – 1:00 PM at the Mammoth Lakes Library, Ellie Randol Reading Room. If the Reading Room is not available, the alternate location will be the Upstairs Conference Room. Meeting dates will be September 14, 2015; December 14, 2015; March 14, 2016 and June 6, 2016.

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

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, 2015, to June 30, 2017, 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 **\$19,000.00 per year that this Agreement remains in effect, nor \$38,000.00 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 a quarterly monitoring report (set forth as Attachment A) along with an invoice for expenses and accompanying financial report (set forth as Attachment B) to the County on a quarterly basis. Quarterly invoices and associated required reporting shall be due from Contractor on or before October 15, 2015 and 2016; January 15, 2016 and 2017; April 15, 2016 and 2017; and **July 10, 2016 and 2017. Please note the earlier than usual due date for the month of July.** An Annual Report shall be due from Contractor on or before July 31 of each year. 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: _____
Lynda Salcido, Interim CAO
County of Mono

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, 2015 TO: June 30, 2017

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, but is not limited to, 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.

7. Annual Reports: Contractor will compile quarterly report information into an annual report to be presented to the Mono County Board of Supervisors each year. In addition, Contractor will submit to the County data using an annual report template as designated by the Office of Child Abuse Prevention (OCAP) for reporting on the use of OCAP funds no later than July 30 of each year. The annual report template will be provided to Contractor under separate cover.

ATTACHMENT B

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

TERM:

FROM: July 1, 2015

TO: June 30, 2017

Contractor shall submit an invoice for expenses and accompanying financial report along with a Quarterly Monitoring Report to the County on a quarterly basis. Contractor shall submit quarterly financial reports detailing budget, expenditures, remaining balances and in-kind match, if any, using an Excel spreadsheet template provided by County to Contractor for reporting purposes.

Line Item changes: Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. Please notify County of any line item changes, and provide written justification for any line item change exceeding 30%. Proposed changes to the FY 2016-17 budget are to be submitted to County prior to the start of FY 2016-17.

CAPC Coordinator Annual Budget - FY 2015-16 and FY 2016-17

Personnel- Coordinator	SALARY	% TIME	Approved Budget
Mono CAPC Coordinator Salary	\$ 11,203	20% FTE	\$ 11,203
Mono CAPC Coordinator Benefits	\$ 6,555		\$ 6,555
Total Personnel	\$ 17,758		\$ 17,758
Operating Expenses- Coordinator			Approved Budget
General Operating Expenses			\$ -
Office Supplies			\$ -
Travel: CAPC Coordinator Travel, all related expenses			\$ -
Media (CAPC Coordinator outreach media buys)			\$ -
Grant Administration			\$ -
In-Direct <10%			\$ 1,242
Total Operating Expenses			\$ -
			TOTAL Budget
TOTAL CAPC COORDINATOR EXPENSES			\$ 19,000

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Appointments to First 5 Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Appointment of Ms. Megan LePlatt and Dr. Kris Wilson to the First 5 Mono County Children and Families Commission pursuant to their applications in addition to the recent vacancies created by two recent resignations. Supervisor Tim Alpers has agreed to sponsor this item.

RECOMMENDED ACTION:

Appoint new Commissioners, Ms. Megan LePlatt and Dr. Kris Wilson, to the Mono County Children and Families Commission to serve three-year terms, commencing July 14, 2015 and expiring on July 13, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@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

- [Letter of request](#)
- [Letter of Intent, Wilson](#)
- [Letter of Intent, LePlatt](#)

History

Time	Who	Approval
7/6/2015 2:50 PM	County Administrative Office	Yes
7/6/2015 10:37 AM	County Counsel	Yes
7/8/2015 10:34 AM	Finance	Yes



Date: June 25, 2015

To: Honorable Board of Supervisors

From: Molly DesBaillets, Executive Director, First 5 Mono County

Subject: Appointment of Ms. Megan LePlatt and Dr. Kris Wilson to the First 5 Mono County Children and Families Commission

Recommended Action:

Appoint new Commissioners, Ms. Megan LePlatt and Dr. Kris Wilson, to the Mono County Children and Families Commission to serve three-year terms, commencing July 14, 2015 and expiring on July 13, 2018.

Discussion:

On behalf of the Mono County Children and Families Commission, I respectfully request that the Board of Supervisors appoint Ms. Megan LePlatt and Dr. Kris Wilson to the First 5 Mono County Children and Families Commission.

Vacancies were created with the resignation of:

- Ms. Barbara Miller, who resigned because she no longer fills the category she served under due to retirement (she served under the category: *Representative of a local child care resource or referral agencies or a local child care coordinating group*).
- Dr. Kim Escudero, who recently resigned because she is moving away from the area (she served under the category: *Representative of local medical, pediatric, or obstetric associations or societies*).

In accordance with Mono County Code, Ms. LePlatt wishes to serve under the membership category: *Representative of local organizations for prevention or early intervention for families at risk*. Ms. LePlatt is employed as the Indian Child Welfare Act representative for the Utu Utu Gwaitu Paiute Tribe and works with families who are at risk. Please find her letter of intent attached.

Dr. Wilson wishes to serve under the membership category: *Representative of local medical, pediatric, or obstetric associations or societies*. Dr. Wilson is a pediatrician at Sierra Park Pediatrics in Mammoth Lakes. Please find her letter of intent attached.

Fiscal Impact:

None

Molly DesBaillets, MA
Executive Director

Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.

P.O. Box 130 ♦ Mammoth Lakes, CA 93546
760-924-7626 ♦ 760-934-8443 (fax) ♦ mdesbaillets@monocoe.org monokids.org



To whom it may concern:

My name is Kris Wilson and I am a pediatrician at Sierra Park Pediatrics here in Mammoth Lakes, CA. I am formally requesting consideration for the position of commissioner on the First 5 Mono County Commission. Being a pediatrician, mother, and an active member of our community, I share a sincere interest in the continued growth and strength of our families and children. Please find attached my CV which also contains my personal contact information. I look forward to meeting with you soon.

Thank you kindly for your consideration,

Sincerely,

A handwritten signature in black ink that reads 'Kristin Wilson' in a cursive script.

Kristin Wilson MD FAAP

KRISTIN WILSON, M.D. F.A.A.P.

PO BOX 2187 MAMMOTH LAKES, CA 93546

310. 795. 1701

kristin_wilson@me.com

MEDICAL TRAINING

CHILDREN'S HOSPITAL LOS ANGELES — GENERAL PEDIATRICS RESIDENCY

Internship + Residency | JUNE 2008 - JUNE 2011

Inpatient and outpatient rotations at Children's Hospital Los Angeles, LAC + USC (Los Angeles County Hospital + University of Southern California) and Hollywood Presbyterian Hospital. Inpatient rotations including: Community Based and Tertiary Quaternary Care NICU rotations, Bone Marrow Transplant Unit, PICU, Oncology Ward. Selected for Attending Speciality Service, covering transplant (cardiac, pulmonary, gastrointestinal, renal, liver) and neurosurgery services. Continuity clinics at Children's Hospital Los Angeles.

EDUCATION

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER SCHOOL OF MEDICINE

Doctor of Medicine | AUGUST 2004 - MAY 2008

TEXAS TECH UNIVERSITY

Bachelor of Science in Zoology with Minor in Chemistry | AUGUST 2000 - MAY 2004
Summa cum laude in Honors Studies.

LICENSURE AND CERTIFICATIONS

MEDICAL BOARD OF CALIFORNIA, LICENSE: A112091

2010 — Present

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATION - D.E.A. LICENSE: FW2228030

2010 — Present

AMERICAN BOARD OF PEDIATRICS CERTIFICATION

2012

PEDIATRIC ADVANCED LIFE SUPPORT (PALS), CERTIFIED PROVIDER

2008 — Present

NEONATAL RESUSCITATION PROGRAM (NRP), CERTIFIED PROVIDER

2011 — Present

PROFESSIONAL EXPERIENCE

MAMMOTH HOSPITAL SIERRA PARK PEDIATRICS – SOUTHERN MONO HEALTHCARE DISTRICT MAMMOTH LAKES, CALIFORNIA

Pediatrician | JULY 2011 – Present

Pediatric inpatient and outpatient care. Emergency Department consultation. Newborn Nursery service, and attendance at high-risk deliveries. On-call physician for after hours help line. Telemedicine patient care in partnership with University of California, Davis Medical Center.

UNIVERSITY OF NEVADA SCHOOL OF MEDICINE

Associate Professor - Rural Health Care Elective | 2011 – Present

HONORS AND AWARDS

REPRESENTATIVE – AAMC NATIONAL CONVENTION

2004 - 2008

REPRESENTATIVE – TEXAS MEDICAL ASSOCIATION - MEDICAL STUDENT SECTION

2004 - 2006

TMA Recognition for Outstanding Service

TMA MSS Representative to Councils of Communication and Joint Health Promotion

TEXAS TECH UNIVERSITY SCHOOL OF MEDICINE AMBASSADOR

2004 - 2008

VOTED “FUNNIEST FEMALE & BEST PERSONALITY” BY MEDICAL SCHOOL CLASSMATES

2004 - 2006

TEXAS TECH UNIVERSITY HONORS COLLEGE

2000 - 2004

Honors Endowed Merit Scholarship

EARL CAMP AWARD SCHOLARSHIP FINALIST

2004

Awarded to top Biological Sciences graduating student

MORTAR BOARD HONOR SOCIETY

2003 - 2004

Community Service Chairman

Recognition of excellence in community service at National Conference

TEXAS TECH UNIVERSITY PRESIDENT'S SELECT - AMBASSADOR

2003 - 2004

PROFESSIONAL ASSOCIATIONS

AMERICAN ACADEMY OF PEDIATRICS

2008 - Present

AMERICAN MEDICAL STUDENT ASSOCIATION

2004 - 2008

TEXAS MEDICAL ASSOCIATION

2004 - 2008

ASSOCIATION OF AMERICAN MEDICAL COLLEGES

2004 - 2008

VOLUNTEER WORK

MAMMOTH HIGH SCHOOL & YOUTH FOOTBALL LEAGUE

2011 - Present

Organized and participated in various physical exam fairs providing comprehensive pre-participation physical exams with donations benefiting local booster clubs.

MONO COUNTY BREAST FEEDING TASK FORCE AND FIRST 5 PROGRAM PHYSICIAN ADVISOR

2011 - Present

MAMMOTH HIGH SCHOOL & MAMMOTH MIDDLE SCHOOL GUEST LECTURER

2011 - Present

KMMT 106.5 FM RADIO (FROM MAMMOTH TO FRESNO, CALIFORNIA) ON AIR GUEST

2011 - Present

Discussing local health issues and topics of interest to parents in the Eastern Sierra.

MAMMOTH TIMES (Newspaper + Online Local Media)

2011 - Present

Guest columnist

OUTSIDE ACTIVITIES + INTERESTS

Backcountry & Alpine Skiing. Snowboarding. Surfing
Camping. Hiking. Running. Yoga. Fly Fishing.



25669 Highway 6, PMB I ▪ Benton, California 93512
(760) 933-2321 ▪ fax (760) 933-2412

First 5 Mono County Commission

P.O. Box 130

Mammoth Lakes, Ca 93546

May 18, 2015

My name is Megan I am interested in sitting on the First 5 Board of Commissions. I realize this is a great responsibility, one I would handle with pride and diligence.

I am Native American and currently employed by the Utu Utu Gwaitu Paiute Tribe as the Indian Child Welfare Act Representative. As the representative I work with Native American Families who are at risk, or are already in the early stages of intervention with regard to minor children.

I have helped coordinate group activities for a few different agencies, such as First 5, Huubu, and Tribal TANF. Also, I am certified to facilitate a Healthy Relationships Group that targets parents with parenting intertwined. I enjoy participating as well as getting other families engaged for the positive benefits it will give their family.

It would be an honor to sit on the First 5 Board of Commissions. I enjoy being involved in early child development. It's always a good feeling to be an informed Advocate, I like to keep families informed of programs that would best fit their family needs. As well as point families in the right direction to explore and utilize any helpful information as active parents.

I would like to thank everyone for your time to read and consider my letter of interest. I hope to hear from your agency.

Megan Leplat – I.C.W.A.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Economic Development

TIME REQUIRED 15 minutes (10 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Alicia Vennos; Jimmy Little, Chair, Mono County Tourism/Film Commission

SUBJECT Ordinance and Bylaw Changes to Mono County Tourism & Film Commission

AGENDA DESCRIPTION:

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

Chapter 2.85 of the Mono County Code applies to the Mono County Tourism/Film Commission. The Commission was created in 1994, operating initially as the Tourism Commission. In 2001, it was augmented to become the Tourism/Film Commission. Most recently, the Commission has been involved with the development of the draft Mono County Economic Development Strategic Plan, and the desire is for the Commission to add economic development to its duties and title.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Draft Ordinance](#)

- [Chapter 2.85](#)
- [Revised Bylaws](#)

History

Time	Who	Approval
7/8/2015 11:01 AM	County Administrative Office	Yes
7/8/2015 12:05 PM	County Counsel	Yes
7/8/2015 10:30 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

To: Honorable Board of Supervisors

From: Alicia Vennos, Economic Development Director
Christian E. Milovich, Deputy County Counsel

Date: July 14, 2015

Re: Amendments to Chapter 2.85 of the Mono County Code pertaining to the Mono County Tourism/Film Commission.

Recommendation

Introduce, read title, and waive further reading of ordinance amending Chapter 2.85 of the Mono County Code pertaining to the Mono County Tourism/Film Commission. Approve the Tourism/Film Commission's updated bylaws. Provide any desired direction to staff.

Discussion

Chapter 2.85 of the Mono County Code applies to the Mono County Tourism/Film Commission. The Commission was created in 1994, operating initially as the Tourism Commission. In 2001, it was augmented to become the Tourism/Film Commission. Now, the desire is for the Commission to add economic development to its duties and title.

This change reflects the expanded services the Commission seeks to provide, including, among other things, advising the Board on economic development, tourism and film commission matters; recommending methods for promoting and enhancing economic development, tourism, filming and photography; providing feedback and direction on marketing plans, the economic development strategic plan, economic development initiatives, film and photography projects, and tourism-related programs and projects. The updated chapter is shown in Exhibit 1 (as Attachment A) and replaces the previously existing chapter in its entirety. For convenience, Exhibit 2 includes Chapter 2.85 with all proposed amendments highlighted in yellow.

Along with the Chapter 2.85 amendments, the Commission is seeking to update their bylaws to reflect their expanded services and title change. The proposed updates to the Commission's bylaws are shown in Exhibit 2, with the changes highlighted in yellow.

Fiscal Impact

None

Attachments:

- Exhibit 1 – Ordinance with Attachment A (Chapter 2.85)
- Exhibit 2 – Chapter 2.85 showing the proposed amendments in yellow
- Exhibit 3 – The Commission bylaws showing the proposed amendments in yellow



ORDINANCE NO. ORD 15-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
AMENDING CHAPTER 2.85 OF THE MONO COUNTY CODE
PERTAINING TO THE MONO COUNTY
TOURISM/FILM COMMISSION**

WHEREAS, the Board wishes to amend Chapter 2.85 of the Mono County Code to provide for the addition of economic development to the duties and title of the County's tourism/film commission.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: Chapter 2.85 of the Mono County Code is hereby amended in its entirety to read as set forth in Attachment "A", attached hereto and incorporated herein by this reference.

SECTION TWO: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this ____ day of July, 2015 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Timothy E. Fesko, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Attachment A

Chapter 2.85 - MONO COUNTY ECONOMIC DEVELOPMENT, TOURISM & FILM COMMISSION*

Sections:

• **2.85.010 – Economic development, tourism & film commission—Created.**

There is created the Mono County economic development, tourism and film commission, consisting of seven members. All commission members shall be appointed by a majority of the board of supervisors. The board shall endeavor (but not be required) to appoint commission members representing different communities of the county.

(Ord. 07-10 § 1, 2007; Ord. 07-05 § 1, 2007; Ord. 01-07 § 1 (part), 2001.)

• **2.85.020 - Term—Vacancies—Voting.**

A. Members of the commission shall serve four-year terms. Members serve at the pleasure of the board of supervisors and may be reappointed.

B. A vacancy in the commission shall not impair the right of the remaining members (assuming a quorum still exists) to exercise the powers of the commission pursuant to this chapter. Four members shall constitute a quorum of the commission, and any action of the commission may be taken by a majority of those members present, provided a quorum is present.

(Ord. 01-07 § 1 (part), 2001.)

• **2.85.030 - Powers and duties.**

Within the limitations provided by law, the commission shall have the following powers and duties:

- A. To establish a schedule of regular meeting times;
- B. To advise the board of supervisors on the development and implementation of an economic development strategic plan and an annual tourism and film marketing plan for Mono County;
- C. To evaluate the success of economic development strategic initiatives and tourism and film marketing efforts;
- D. To provide advice on the promotion, advertising, publicity and marketing activities of Mono County;
- E. To serve as a liaison between the resort industry and the small business community and Mono County;
- F. To recommend expenditures necessary to carry out an annual plan approved by the board of supervisors;

- G. To track commercial film and still photography activities that occur in Mono County and represent Mono County at film trade shows;
- H. To recommend a contract film commissioner to the board of supervisors and recommend terms for that position's scope of work;
- I. To utilize the economic development, tourism and film commission bylaws, as approved by the board of supervisors, and recommend such changes to those bylaws from time to time as the commission sees fit.

Chapter 2.85 - MONO COUNTY ECONOMIC DEVELOPMENT, TOURISM & FILM COMMISSION*

Sections:

- **2.85.010 – Economic development, tourism & film commission—Created.**

There is created the Mono County economic development, tourism and film commission, consisting of seven members. All commission members shall be appointed by a majority of the board of supervisors. The board shall endeavor (but not be required) to appoint commission members representing different communities of the county.

(Ord. 07-10 § 1, 2007; Ord. 07-05 § 1, 2007; Ord. 01-07 § 1 (part), 2001.)

- **2.85.020 - Term—Vacancies—Voting.**

A. Members of the commission shall serve four-year terms. Members serve at the pleasure of the board of supervisors and may be reappointed.

B. A vacancy in the commission shall not impair the right of the remaining members (assuming a quorum still exists) to exercise the powers of the commission pursuant to this chapter. Four members shall constitute a quorum of the commission, and any action of the commission may be taken by a majority of those members present, provided a quorum is present.

(Ord. 01-07 § 1 (part), 2001.)

- **2.85.030 - Powers and duties.**

Within the limitations provided by law, the commission shall have the following powers and duties:

- A. To establish a schedule of regular meeting times;
- B. To advise the board of supervisors on the development and implementation of an economic development strategic plan and an annual tourism and film marketing plan for Mono County;
- C. To evaluate the success of economic development strategic initiatives and tourism and film marketing efforts;
- D. To provide advice on the promotion, advertising, publicity and marketing activities of Mono County;
- E. To serve as a liaison between the resort industry and the small business community and Mono County;
- F. To recommend expenditures necessary to carry out an annual plan approved by the board of supervisors;
- G. To track commercial film and still photography activities that occur in Mono County and represent Mono County at film trade shows;

- H. To recommend a contract film commissioner to the board of supervisors and recommend terms for that position's scope of work;
- I. To utilize the economic development, tourism and film commission bylaws, as approved by the board of supervisors, and recommend such changes to those bylaws from time to time as the commission sees fit.

Mono County Economic Development, Tourism and Film Commission

P.O. Box 603

Mammoth Lakes CA 93546

760.924.1700 * 800.845.7922

**BYLAWS AND RULES OF THE
MONO COUNTY ECONOMIC DEVELOPMENT,
TOURISM AND FILM COMMISSION**

ARTICLE I. NAME

The name of the Commission shall be the “**Mono County Economic Development, Tourism and Film Commission**”.

ARTICLE II. PURPOSE

The purpose of the commission shall be to advise the Mono County Board of Supervisors on **economic development**, tourism, and film commission matters, and to develop recommendations for the best methods for promoting and enhancing **economic development**, tourism, filming and photography, in the Mono County area.

The purpose may be affected by any or all of the following:

1. Dissemination of information and promotional materials to the public through advertising, trade and travel shows, media relations, collateral materials, and other available channels of communication.
2. Adequate research, necessary consultation with individuals of expertise, and necessary communication with elected officials and agencies at all levels of government.
3. Preparation of recommendations regarding research and promotional projects which may require funding. Such recommendations may include determinations as to the scope of the project, the cost thereof, and the methods of obtaining adequate funding.
4. Upon proper authorization by the Mono County Board of Supervisors, through agreements or other available methods, the commission may administer those agreements or conduct other activities as directed by the Board of Supervisors. The commission is not authorized to financially obligate the county without the prior approval of the Mono County Board of Supervisors.
5. **Discuss, develop and provide feedback and direction on marketing plans, the economic development strategic plan, economic development initiatives, film and photography projects and tourism-related programs and projects.**

6. Develop a recommended budget for both Economic Development and Tourism and submit said budgets to the Economic Development Department Director and the Mono County Administrative Officer.

ARTICLE III. DURATION

The commission shall remain in existence until terminated in accordance with the provisions of the ordinance establishing the commission.

ARTICLE IV. MEMBERSHIP

The membership shall be as provided for in the resolution establishing the commission.

ARTICLE V. OFFICERS

The commission shall elect a Chair, who shall preside over all meetings, designate any special assignments to members, and who shall have the authority to call special meetings, in his or her judgment, such a meeting is in the best interest of the commission to accomplish its purpose.

The term of the Chair shall consist of a one-year term commencing June 1st and expire on May 30th of each year. The Chair may be re-elected for consecutive terms. The Chair will be elected by a majority vote of the members present at the May meeting of each year.

The commission may elect a Vice-Chair to exercise powers of the Chair in the latter's absence or in the event of the Chair's resignation. The term of the Vice-Chair shall consist of a one-year term commencing June 1st and expire on May 30th of each year. The Vice-Chair may be re-elected for consecutive terms. The Vice Chair will be elected by a majority vote of the members present at the May meeting of each year.

The commission may hire a secretary to prepare and distribute agendas, minutes, correspondence, brochures, invoices, financial reports and roster.

ARTICLE VI. SUBCOMMITTEES

The Chair shall assign members to areas of commission responsibilities. The commissioners can volunteer to serve in a specific area, however, the Chair makes all appointments. The commission may solicit participation from citizens to provide input at the subcommittee level. The subcommittees or areas of responsibilities shall include, but not necessarily be limited to, economic development initiatives and the economic development strategic plan, tourism-related and film commission initiatives, such as outreach and open houses, trade shows, advertising and marketing, printed informational

materials and electronic information, response to proposed policies by external agencies or entities, business participation, budget and revenue.

ARTICLE VII. MEETINGS

The commission shall meet monthly at such time and place as shall be designated by the Chair. A majority of members shall constitute a quorum. Meetings shall be open to the public and public comment will be taken. Meetings, both regular and special, shall comply with the Brown Act.

Commissioners shall accord the utmost courtesy to each other, to County employees and the public appearing before the commission, and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities.

Each commissioner is expected to attend every meeting if possible. Excused absences will be accepted. However, if any commissioner misses three out of five meetings during a calendar year this will constitute grounds for immediate vacation of the commissioner's appointment.

Members of the administration, staff, and employees of the County shall observe the same rules of procedure and decorum applicable to members of the commission.

Meeting places and times will be set at the May meeting for the next calendar year. Any departure from the meeting schedule will be posted in time, in accordance with the Brown Act, and will then be considered a Special Meeting.

ARTICLE VIII. VOTING PROCEDURES

Each member shall represent one vote, and all motions must carry by majority of the membership for passage.

ARTICLE IX. ADOPTION AND AMENDMENT

These bylaws and any amendments thereto shall become effective when adopted by a majority vote of the commission and approved by the Mono County Board of Supervisors.

ARTICLE X. PARLIMENTARY PROCEDURE

Except as provided, meetings of this commission shall be conducted in accordance with "Robert's Rules of Order".



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Economic Development

TIME REQUIRED PUBLIC HEARING: 10:00 A.M. - 20
Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Jeff Simpson

SUBJECT Public Hearing to Accept the Final
Product of Community Development
Block Grant 12-CDBG-8400

AGENDA DESCRIPTION:

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

Public hearing to accept the final product of Community Development Block Grant 12-CDBG-8400.

RECOMMENDED ACTION:

Conduct public hearing. Consider and potentially approve final product. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Jeff Simpson

PHONE/EMAIL: 760-924-4634 / jsimpson@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time

Who

Approval

6/28/2015 10:21 AM	County Administrative Office	Yes
7/6/2015 10:38 AM	County Counsel	Yes
6/28/2015 2:07 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Economic Development

TIME REQUIRED 20 minutes (15 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Alicia Vennos/Jeff Simpson/Craig Schmidt, Mammoth Lakes Chamber of Commerce

SUBJECT Economic Development Update

AGENDA DESCRIPTION:

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

Presentation and update regarding current and upcoming Economic Development initiatives; as well as an overview by Craig Schmidt, Executive Director of Mammoth Lakes Chamber of Commerce, regarding collaborative, county-wide Business Retention & Expansion programs.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None immediately. (A cost-sharing contribution for the development of the Business Retention & Expansion Survey, and analysis of results -- approximately \$5,500 -- is included in the Economic Development requested budget for FY 2015-16.)

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

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History

Time	Who	Approval
7/9/2015 1:55 PM	County Administrative Office	Yes
7/8/2015 5:13 PM	County Counsel	Yes
7/8/2015 1:24 PM	Finance	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 2415, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1700 • (760) 924-1701 (Fax)

Alicia Vennos
Economic Development Director
Avennos@mono.ca.gov
760-924-1743

Jeff Simpson
Economic Development Manager
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: Economic Development Update.

RECOMMENDATION: Presentation only.

BACKGROUND: Staff will provide an overview of Economic Development highlights and initiatives, including programs that involve collaborative efforts with other county departments, as well as local agencies and organizations.

Craig Schmidt, Executive Director of Mammoth Lakes Chamber of Commerce, will give a brief update on our cooperative programs which focus on county-wide Business Retention & Expansion strategies:

- **USDA Community Grant** – A grant application has been submitted to fund two programs – a *Technical Assistance Program* which will provide free business technical assistance to any business in Mono County, and the *Peak Performance Program* which is a web-based educational tool designed to help increase exceptional customer service practices county-wide.
- **Business Retention and Expansion Survey** – A comprehensive, county-wide Business Retention and Expansion Survey is being developed which will serve to identify, quantify and address issues and challenges of the business community.

DISCUSSION: Feedback and suggestions from the Board are welcome.

FISCAL IMPACT: None immediately. (A cost-sharing contribution for the development of the Business Retention & Expansion Survey, and analysis of results -- approximately \$5,500 -- is included in the Economic Development requested budget for FY2015-16.)



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Economic Development

TIME REQUIRED 20 minutes (15 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Alicia Vennos, Steve Morrison (Mono County Tourism and Film Commission), Shira Dubrovner (Mammoth Lakes Film Festival)

SUBJECT Film Commission Update

AGENDA DESCRIPTION:

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

Presentation and update on filming in Mono County by Alicia Vennos, (Film Commissioner), Steve Morrison, (Mono County Tourism and Film Commission), as well as Shira Dubrovner, (Mammoth Lakes Film Festival).

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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History

Time

Who

Approval

7/9/2015 1:55 PM	County Administrative Office	Yes
7/8/2015 5:13 PM	County Counsel	Yes
7/8/2015 12:32 PM	Finance	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 2415, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1700 • (760) 924-1701 (Fax)

Alicia Vennos
Economic Development Director
Avennos@mono.ca.gov
760-924-1743

Jeff Simpson
Economic Development Manager
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: Film Commission Update.

RECOMMENDATION: Presentation only.

BACKGROUND: The Mono County Tourism & Film Commission promotes Mono County as a film-friendly destination, provides production clients with valuable, timely location support and resources, facilitates connections with local communities, and assists productions with regional jurisdictions' permitting processes. More recently, the Commission also has endeavored to gather annual permitting data from the various jurisdictions in order to compare approximate year-over-year production levels.

DISCUSSION: Alicia Vennos, Film Commissioner, along with Tourism & Film Commissioner, Steve Morrison, will provide an overview of 2014 film production and impacts, as well as future marketing and outreach initiatives. Shira Dubrovner, Director of the Mammoth Lakes Film Festival, will also present a brief summary of the inaugural festival which was held May 27-31, 2015. Comments, input and suggestions from the Board are welcome.

FISCAL IMPACT: None.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Public Works

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Paul Roten

SUBJECT Temporary Closure of the Southernmost (last) Quarter Mile of Convict Lake Road.

AGENDA DESCRIPTION:

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

Construction of retaining walls and pavement requires the temporary closure of the southernmost (last) quarter mile of Convict Lake Road.

RECOMMENDED ACTION:

Receive staff report regarding construction on Convict Lake Road. Consider and potentially adopt Resolution No. R15- , "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of a Portion of Convict Lake Road." Provide any desired direction to staff.

FISCAL IMPACT:

None. The Convict Lake Road Reconstruction Project is fully funded by federal and state grants. 88.53% sourced from the Federal Lands Access Program with 11.47% sourced from a State Transportation Improvement Program Grant.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-924-1811 / proten@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
7/6/2015 2:50 PM	County Administrative Office	Yes
7/8/2015 12:29 PM	County Counsel	Yes
7/8/2015 9:34 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: July 14, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Public Works Engineer
Subject: Temporary Road Closure of a Portion of Convict Lake Road

Recommended Action:

1. Receive staff report regarding construction on Convict Lake Road.
2. Consider and potentially adopt Resolution No. R15-_____, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of the southernmost (last) quarter mile of Convict Lake Road."
3. Provide any desired direction to staff.

Fiscal Impact:

None. The Convict Lake Road Reconstruction Project is fully funded by federal and state grants. 88.53% sourced from the Federal Lands Access Program with 11.47% sourced from a State Transportation Improvement Program Grant.

Discussion:

LB Civil Construction, Inc, the Federal Highways Administration's (FHWA's) general contractor, has provided a preliminary schedule of construction on Convict Lake Road, with retaining wall removal beginning on July 14, 2015, and work in the area continuing through October 9, 2015. The contractor has requested a temporary road closure of the southernmost (last) quarter mile of Convict Lake Road (from 50 feet south of the turnoff to Convict Lake Campground to the end of Convict Lake Road). The temporary road closure will include provisions for safe pedestrian access around the lake throughout the time of road closure.

A draft resolution has been prepared should the Board choose to approve the requested road closure. The resolution satisfies requirements specified in Section 942.5 of the Streets and Highways Code for such an action.

If you have any questions regarding this item, please contact me at 760.924.1811. I may also be contacted by email at proten@mono.ca.gov.

Respectfully submitted,

Paul Roten, P.E.
Public Works Engineer

Attachment: Draft Resolution Authorizing Road Closure



RESOLUTION NO. R15-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE TEMPORARY CLOSURE OF THE SOUTHERNMOST (LAST) QUARTER MILE OF
CONVICT LAKE ROAD**

WHEREAS, LB Civil Construction, Inc. (“Contractor”) has been retained by the Federal Highways Administration to perform the Convict Lake Road Rehabilitation Project within Mono County; and

WHEREAS, Contractor has requested the temporary closure of a portion of Convict Lake Road in order to enable it to replace existing retaining walls; and

WHEREAS, in conformance with Section 942.5 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads when necessary during construction, improvement or maintenance operations thereon;

**NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS FINDS AND
RESOLVES AS FOLLOWS:**

1. The temporary closure of a Portion of Convict Lake Road is necessary in order to accommodate road construction activities occurring as a part of the Convict Lake Road Project; specifically the replacement of retaining walls; and
2. The Contractor has requested a temporary road closure of the southernmost (last) quarter mile of Convict Lake Road (from 50 feet south of the turnoff to Convict Lake Campground to the end of Convict Lake Road).
3. The Contractor shall provide safe access along the lake throughout the time of the road closure for pedestrian access.
4. To accommodate the above activities, the last quarter mile of Convict Lake Road shall be closed from July 14, 2015 through October 9, 2015.

1 5. **APPROVED AND ADOPTED** this 14th day of July, 2015, by the following vote of the Board of
2 Supervisors, County of Mono:

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

7 _____
8 Timothy E. Fesko, Chairman
9 Mono County Board of Supervisors

10 ATTEST:

Approved as to Form:

11 _____
12 Bob Musil
13 Clerk of the Board

14 _____
15 Marshall Rudolph
16 County Counsel

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Community Development

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

PERSONS APPEARING BEFORE THE BOARD

Wendy Sugimura

SUBJECT Submittal of Final Invoice to the Sustainable Planning Grant Program for the General Plan Update

AGENDA DESCRIPTION:

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

Presentation by Wendy Sugimura regarding submittal of Final Invoice to the Sustainable Planning Grant Program for the General Plan Update.

RECOMMENDED ACTION:

Confirm the submittal of the final invoice to the Sustainable Communities Planning Grant and Incentives Program, which has been funding the General Plan Update. Provide any desired direction to staff.

FISCAL IMPACT:

Positive impact to General Fund. The total grant award for \$326,514.00 reimburses costs which otherwise would have come from the General Fund. The final invoice requests a final payment of \$58,835.22, of which \$47,038.73 was held back from past quarterly invoices pending completion of the grant work. This payment is anticipated for the FY 14-15 budget.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.924.1814 / wsugimura@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Cover Memo](#)

[Attachment 1](#)

History

Time	Who	Approval
7/9/2015 1:56 PM	County Administrative Office	Yes
7/9/2015 12:17 PM	County Counsel	Yes
7/9/2015 12:20 PM	Finance	Yes

Mono County Community Development Department

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

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

Date: July 14, 2015

To: Honorable Board of Supervisors

From: Wendy Sugimura, Analyst

Re: Final Invoice to Close Mono County's Sustainable Planning Grant

Recommended Action

Confirm the submittal of the final invoice to the Sustainable Communities Planning Grant and Incentives Program.

Fiscal Impact

Positive impact to General Fund. The total grant award for \$326,514.00 reimburses costs which otherwise would have come from the General Fund. The final invoice requests a final payment of \$58,835.22, of which \$47,038.73 was held back from past quarterly invoices pending completion of the grant work. This payment is anticipated for the FY 14-15 budget.

Discussion

Mono County received a Sustainable Communities grant in 2013 to update the General Plan, and is seeking final reimbursement to claim the funds in the FY 14-15 budget. Early drafts of the General Plan Update have been submitted along with the final invoice. These early drafts will continue to be refined as the Environmental Impact Report is developed, and through additional public input and consideration by the Planning Commission and Board of Supervisors later this year.

This agenda item is an administrative step only in order to claim grant funding this fiscal year and close the grant, and does not constitute any type of approval of the General Plan Update. Board action is required by the grant program to ensure the Board is aware of the project work.

The attached grant report explains in greater detail the work that has been completed, and specific grant-related accomplishments. The final invoice summary is also included, and supporting details can be provided upon request.

This staff report has been approved by the Community Development Director. Please contact Wendy Sugimura at (760) 924-1814 or wsugimura@mono.ca.gov with any questions.

Attachments

1. Mono County Sustainable Communities Planning Grant and Incentives Program Report and Invoice Summary

2015 FINAL STATUS REPORT – MONO COUNTY

Project Overview

Because of Mono County's unusual rural setting, our planning principles to create sustainable communities utilize the same concepts as urban areas with a slightly different focus and application. Our challenge is to encourage development patterns and a built environment that protects the county's natural values, small-town character, and agricultural heritage while growing stable, viable economies, all within the context of an overwhelming amount of public agency land ownership and resource management issues. Woven throughout is the need to support socially strong and healthy communities with access to jobs, recreation, housing and mobility in a highly rural landscape.

To address these challenges, Mono County has completed a draft of a targeted General Plan Update (GPU), Resource Efficiency Plan (also known as a Climate Action Plan in other jurisdictions), and conservation policies targeting sage grouse and natural resource conservation in general. The GPU targets policy issues addressing sustainable communities such as promoting energy/resource efficiency and renewable energy generation, decreasing greenhouse gas (GHG) emissions, protecting habitat and wildlife, improving air quality, protecting agricultural lands, reducing public health hazards, refining land use designations and development standards (e.g. the Zoning Code, which Mono County has uniquely integrated into the General Plan), and updating implementation tools. The Regional Transportation Plan (RTP), which also has been integrated into the General Plan as our Circulation Element, is being updated concurrently through separate funding to promote the intent² of SB 375 and livable communities, such as active transportation, complete streets, walkable communities, and physical connectivity with a focus on the challenges of evolving the US Highways bisecting five community centers into vibrant, inviting Main Streets. A draft of the RTP is being provided with the GPU as part of the final product.

The following narrative provides more specific details on the various components of the project. A hard copy and digital files on CD are being submitted with this report; however, please note these are in draft form. While significant outreach has been conducted through the Regional Planning Advisory Committees (RPACs), Planning Commission, Local Transportation Commission, and in some cases the Board of Supervisors, ongoing input and discussion are likely to result in additional edits. We are currently developing the Environmental Impact Report (EIR), and the target for final approval is the end of 2015.

Grant Funded Elements

- *Resource Efficiency Plan:* Government and community inventories of GHGs were completed according to established protocols, a reduction target was identified, and policies to achieve the target were drafted and incorporated into the appropriate General Plan Elements. The Planning Commission and Board of Supervisors reviewed the REP as an independent study and gave direction to incorporate it into the General Plan update. The REP will receive formal approval as incorporated into the GPU, and not as a separate document. However, the separate document is being transmitted as part of the deliverables to demonstrate the full extent of work completed. In addition, the REP won the 2015 Outstanding Planning Award in the Innovation in Green Community Planning from the Central Section American Planners Association (APA).
- *Land Use:* This element was completely reviewed with edits made to Issues / Opportunities / Constraints, Countywide and Area policies (including the June Lake Area Plan), Land Use Designations, Projected Buildout, and Land Development Regulations. Major policy development

included sustainability policies to address greenhouse gas emissions and efficient use of resources, updates to specific area plans, and short policy additions addressing healthy communities (or Health in All Policies) and economic development. As a related item, the Conway Ranch Specific Plan will be repealed with the GPU adoption, eliminating 690 units of future development in order to preserve the natural resource values of this County-owned parcel, consistent with a conservation easement agreement.

- *Conservation/Open Space*: This element was completely reviewed with edits made to Issues / Opportunities / Constraints and Policies. In addition, a biological consultant provided the County with recommendations for better protecting water, wildlife, habitat, and other natural resources. These recommendations were converted into appropriate policies with the intention of protecting and conserving the natural landscape while providing for vibrant, healthy rural communities, and will also help shape alternatives in the EIR. Major policy development included sustainability issues to address greenhouse gas emissions and efficient use of resources; sensitive species issues such as the Bi-State sage-grouse; and updated water, wetland, and habitat policies. The cost of the biological consultant was partially provided as a match from other funds.
- *Safety*: This element largely deals with natural safety issues such as avalanche, fire, flood, etc. This element was completely reviewed, and targeted major edits include integration of the Hazard Mitigation Plan.
- *Housing*: Per State requirements, the Housing Element was updated and adopted in June of 2014.
- *Integrated Waste Management Plan (IWMP)*: Three components of this plan – the Siting Element, the Household Hazardous Waste, and the Non-Disposal Element – were completed early in 2015. The IWMP integrates the former Hazardous Waste Element from the General Plan, allowing for removal of this non-mandatory element. The Land Use Element coordinates with the Siting Element to meet State Law for identifying disposal sites. This document was drafted by the Public Works Department and the Solid Waste Taskforce appointed by the Mono County Board of Supervisors and Town of Mammoth Lakes, and the Taskforce has recommended approval.
- *Circulation*: In the past, Mono County has used the Regional Transportation Plan (RTP) as the Circulation Element. With the availability of this grant funding, however, the County expanded the Circulation Element to include policies on communications and facilities/infrastructure. The communication policies are built around the Digital 395 project, which provides high-speed internet bandwidth to communities in the Eastern Sierra. The facilities policies address management of County infrastructure to provide adequate services to and within communities.

Non-Grant Funded Elements

- *Regional Transportation Plan (RTP)*: The RTP was completely reviewed with edits made to the Planning Process, Needs Assessment, Regional Policy Element, Community Policy Element, Action Element, and appendices. Major policy development included sustainability issues to address greenhouse gas emissions and efficient use of resources, studies and recommendations on Main Street revitalization and community design, the Mono County Blueprint, the Mono County Trails Plan and the Mono County Bicycle Transportation Plan. Not all of the accompanying plans listed are provided in the draft product as some of these non-grant funded components are not ready for publication.

- **Noise Element and Ordinance:** This element was completely reviewed and a focused update was completed to ensure compliance with State law and known noise problems in Mono County. Historically, the community noise environment has not been problematic in Mono County. Updates to the Noise Ordinance are also being proposed to ensure consistency between County Code and the General Plan.

The project has had many successes, the most notable of which include the development of the Resource Efficiency Plan, Bi-State sage-grouse conservation work, and area plan updates. Mono County may be the first rural county to develop a greenhouse gas emissions inventory and reduction strategies to enable tiering by future development projects under the California Environmental Quality Act, and in the spirit of AB 32 and the Sustainable Communities Strategy of SB 375. The County's Bi-State sage-grouse work resulted in strong interagency relationships, and is helping to secure a future for both sage-grouse and vibrant, healthy rural communities in Mono County. Finally, area plans are critical to Mono County's General Plan as each of our communities are unique with different needs. These area plans allow more targeted policies to be crafted for the needs of individual communities, providing for community-based planning and allowing communities to determine their future and character within the overarching principles of the General Plan.

This multi-disciplinary approach to the General Plan Update appears to be successful. In addition to supporting the successes mentioned above, we have been able to remove solid waste management issues from the General Plan and place them appropriately in the Integrated Waste Management Plan; the RTP is well coordinated with the Land Use, Housing and Conservation/Open Space elements; natural resource conservation policies are coordinated between the Land Use and Conservation/Open Space elements; and the Resource Efficiency Plan is integrated throughout to ensure the policies are institutionalized and comprehensive.

The main challenge in the project to date has been lack of staff resources. Since the grant was awarded, Mono County has experienced staffing attrition and a hiring freeze. Although consultants have helped bridge the gap, managing those products and contracts has been stressful given low staffing levels. Originally, we had intended to convert the "paper" General Plan into an online format with interactive maps. Given staffing challenges, however, we intend to complete the update and final approval with a "paper" General Plan, and convert to an online format in the following year.

Challenges that may yet occur include detractors that may be in opposition to the General Plan update, or challenges to the EIR. While we have done our best to vet policies, especially new ones, early and often with the Regional Planning Advisory Committees (RPACs), Planning Commission, Local Transportation Commission, and Board of Supervisors, it is always possible that objections will be raised during the final approval process. If all goes well, we hope the General Plan update and accompanying documents will be approved by the end of the 2015 calendar year.

Lessons learned include the value of an integrated and comprehensive policy document, and writing policy as you go. The integrated and comprehensive nature of Mono County's General Plan makes for a very large document, but also provides more complete direction. It allows new direction, such as the Resource Efficiency Plan, and updated and strengthened policy development, such as wildlife and habitat resources, to be integrated completely without a great deal of difficulty or inconsistencies. The other key lesson learned is to write the policy language as the research, outreach, and direction from decision makers is completed. Except for a few key policy segments, such as the Resource Efficiency

Plan, we left the final policy language development and integration with the existing General Plan until the end. We should have allocated more time and resources to developing the final draft, and provided more time for the process of re-formatting and re-numbering the document.

Focus Area 1 - Cities and Counties

The GRANTEE shall include discussion of the following:

(a) How and the extent the grant project has achieved the goals and sustainability objectives outlined in the regional planning documents (e.g., Sustainable Community Strategies) applicable to their local jurisdiction. Highlight the specific measures in the grant-funded project that reflect the regional plan objectives.

Mono County is part of a Regional Transportation Planning Agency (RTPA), the Mono County Local Transportation Commission, and therefore is not subject to a Sustainable Community Strategy (SCS) or other regional planning document. In fact, as part of the grant work, Mono County contacted the California Air Resources Board for guidance on developing a plan that could be recognized as an SCS, but were told no such approval currently exists. However, Mono County is updating the General Plan and Regional Transportation Plan, which also serves as the Circulation Element, in the spirit of the SCS and complying with AB 32 mandates and goals.

Specifically, greenhouse gas emissions (GHG) are being addressed through policies developed in the Resource Efficiency Plan (REP). The GHG inventory, target, and resource and GHG reduction policies and measures have been developed, and the monitoring tool completed. The REP has been reviewed by a multi-departmental staff task force, the Planning Commission and Board of Supervisors, and staff has been given direction to incorporate it into the General Plan Update. In some cases, the County has already taken the next step to implement specific high priority programs, including the following:

1. Building permit fees waived for specific energy efficiency and alternate energy projects
2. Property Assessed Clean Energy (PACE) Program established in County and Town of Mammoth Lakes, with two programs for commercial properties

(b) The progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. For any indicators that cannot be measured at the time the annual report is due, the report should include a statement as to why a particular indicator is not yet measurable, and a schedule indicating the time at which the indicator will be measurable, including benchmarks which will be completed by that time.

The indicators submitted in Mono County's grant applications were intended to track the progress of policies currently under development in the grant-funded project. As a result, most of the outcomes will be realized over the next couple to 20 years, and therefore no quantifiable data is available at this time. However, to the extent possible, we report below on our indicators and/or provide policy progress that should result in achieving the indicators:

Improve Air Quality and Water Quality:

- Decrease air quality violations: The Biomass Utilization Feasibility Study has been completed in support of practices to reduce the potential for catastrophic forest fires in the future. A biomass thermal heat project has been approved for the County Road Shop in Bridgeport, and grant funding has been secured from the Sierra Nevada Conservancy.

- Replacements of non-EPA phase II certified wood stoves: The Great Basin Unified Air Pollution Control District completed two rounds of woodstove replacements, and was supported by the County through the building permits, inspections, and outreach.
- Increase transit ridership: Draft RTP in public review, policies included in REP. The Local Transportation Commission (LTC) is sponsoring an update of Eastern Sierra Transit Authority's (ESTA's) Short Range Transit Plan, and ridership numbers for the Yosemite Area Regional Transportation System (YARTS) and ESTA are increasing. A grant from the California Transportation Commission (CTC) has also been received to add a new commuter route.
- Increase IRWMP funding: Increased staff resources have been committed for CASGEM monitoring and implementation of the new groundwater monitoring law.
- Increase Low Impact Development projects: A conservation easement on Conway Ranch includes restrictions on impervious surfaces.
- Decrease acres of wetlands disturbed or impacted: Ongoing as applicable to proposed projects, and wetlands are being preserved through a conservation easement on Conway Ranch (where 690 units are being eliminated).

Promote Public Health:

- Increase transit ridership: Draft RTP in public review, policies included in REP. The Local Transportation Commission (LTC) is sponsoring an update of Eastern Sierra Transit Authority's (ESTA's) Short Range Transit Plan, and ridership numbers for the Yosemite Area Regional Transportation System (YARTS) and ESTA are increasing. A grant from the California Transportation Commission (CTC) has also been received to add a new commuter route.
- Increase pedestrian/bicycling facilities completed: Policies and project lists updated in the Regional Transportation Plan, Chapter 6 (Financial Element) adopted and full RTP is in draft form. The Mono County Trails Plan and Bicycle Transportation Plan identify additional bicycle and pedestrian improvements and projects, and will be adopted as part of the RTP. In addition, a complimentary trail plan was completed for the Mono Basin – Yosemite area, and a grant application has been funded by the Toiyabe Indian Health Project for a potential trail in the Walker area.
- Increase number of affordable or second housing units: Housing Element was adopted in July 2014, and the County received a First-Time Homebuyer's Assistance Grant through the California Development Block Grant program.
- Increase new businesses established: Economic development goals and strategies from the Draft Economic Development Strategy document are included in the Countywide Land Use policies to encourage new business establishment.
- Decrease greenhouse gas emissions: While not quantified at this time, projects are underway and/or completed as a result of policy development, including the following: two solar generation and hot water heating systems on County facilities, building permit fee waivers for specific energy efficiency and alternative energy projects, PACE programs, thermal biomass heat project, and County facility energy audits.

Promote Equity:

- Increase transit ridership: Draft RTP in public review, policies included in REP. The Local Transportation Commission (LTC) is sponsoring an update of Eastern Sierra Transit Authority's (ESTA's) Short Range Transit Plan, and ridership numbers for the Yosemite Area Regional Transportation System (YARTS) and ESTA are increasing. A grant from the California Transportation Commission (CTC) has also been received to add a new commuter route.

- Increase vacant lots developed: Economic development goals and strategies from the Draft Economic Development Strategy document are included in the Countywide Land Use policies to encourage new development.
- Increase new businesses opened: Economic development goals and strategies from the Draft Economic Development Strategy document are included in the Countywide Land Use policies to encourage new business establishment.

Increase Affordable Housing:

- Increase number of affordable housing units established, retained, or rehabilitated: Housing Element was adopted in July 2014, and the County received a First-Time Homebuyer's Assistance Grant through the California Development Block Grant program.
- Increase number of secondary units developed: Additional second units have been approved, however a count has not been completed at this time.
- Increase number of seasonal housing units transferred to private ownership for year-round use:
NA

Promote Infill and Compact Development:

- Increase isolated private acreage transferred to existing communities: While the acreage has not been transferred to local communities, several acquisitions and/or easements on sensitive private lands have occurred due to existing policy direction. These policies are being refined in conjunction with the Inyo National Forest Plan update and Endangered Species Act proposals.
- Decrease density allocations in agricultural areas: Policies encouraging clustering have been updated, anticipated buildout statistics have been refined, and the Development Credits program has been refined.

Revitalize Urban and Community Centers:

- Increase Main Street planning efforts completed: The Bridgeport Main Street Revitalization Plan has been completed and incorporated into Area Plan policies and the RTP, funding for implementation is being sought; Main Street planning for other communities continuing via development of community design guidelines.
- Increase community population: Data available with next census in 2020.
- Increase median household income: Data available with next census in 2020.
- Increase transit ridership: Draft RTP in public review, policies included in REP. The Local Transportation Commission (LTC) is sponsoring an update of Eastern Sierra Transit Authority's (ESTA's) Short Range Transit Plan, and ridership numbers for the Yosemite Area Regional Transportation System (YARTS) and ESTA are increasing. A grant from the California Transportation Commission (CTC) has also been received to add a new commuter route.

Protect Natural Resources and Agricultural Lands

- Increase isolated acreage transferred to existing communities: While the acreage has not been transferred to local communities, several acquisitions and/or easements on sensitive private lands have occurred due to existing policy direction. These policies are being refined in conjunction with the Inyo National Forest Plan update and Endangered Species Act proposals.
- Decrease density allocations in agricultural areas: Policies encouraging clustering have been updated, anticipated buildout statistics have been refined, and the Development Credits program has been refined.

Reduce Automobile Usage and Fuel Consumption

- Increase transit ridership: Draft RTP in public review, policies included in REP. The Local Transportation Commission (LTC) is sponsoring an update of Eastern Sierra Transit Authority's (ESTA's) Short Range Transit Plan, and ridership numbers for the Yosemite Area Regional Transportation System (YARTS) and ESTA are increasing. A grant from the California Transportation Commission (CTC) has also been received to add a new commuter route. Also, the Inyo-Mono Coordinated Public Transit-Human Services Transportation Plan was updated.
- Increase Main Street planning efforts completed: The Bridgeport Main Street Revitalization Plan has been completed and incorporated into Area Plan policies and the RTP, funding for implementation is being sought; Main Street planning for other communities continuing via development of community design guidelines.

Improve Infrastructure Systems

- Increase state and local road projects completed: Policies and project lists updated in the Regional Transportation Plan, Chapter 6 (Financial Element) adopted and full RTP is in draft form.
- Increase ADA upgrades completed: The multi-departmental ADA Task Force continues to make progress. Policies and project lists updated in the Regional Transportation Plan, Chapter 6 (Financial Element) adopted and full RTP is in draft form.
- Increase pedestrian/bicycling facilities completed: Policies and project lists updated in the Regional Transportation Plan, Chapter 6 (Financial Element) adopted and full RTP is in draft form. The Mono County Trails Plan and Bicycle Transportation Plan identify additional bicycle and pedestrian improvements and projects, and will be adopted as part of the RTP. In addition, a complimentary trail plan was completed for the Mono Basin – Yosemite area, and a grant application has been funded by the Toiyabe Indian Health Project for a potential trail in the Walker area.

Promote Water Conservation

- Increase number of meters installed: Water meters are the jurisdiction of several small water purveyors, not Mono County. Most of these systems are currently not metered at all. As Mono County becomes aware of metering by these entities, the data can be made available. Mono County is continuing to monitor groundwater levels, however, via participation in CASGEM.
- Increase number of xeric landscaping plans: The Landscape Ordinance will be adopted separately from the General Plan Update, and will track the number of xeric landscaping plans.

Promote Energy Efficiency and Conservation

- Decrease County energy use: REP policies largely completed, funding is being sought for more comprehensive energy audits of County facilities, and a thermal biomass project is underway.
- Decrease greenhouse gas emissions: While not quantified at this time, projects are underway and/or completed as a result of policy development, including the following: two solar generation and hot water heating systems on County facilities, building permit fee waivers for specific energy efficiency and alternative energy projects, PACE programs, thermal biomass heat project, and County facility energy audits.
- Increase number of residential solar/wind/geothermal energy generation units: Fee waivers and other program/policy efforts already under implementation as a result of the REP have resulted in an increase in these projects; however, we have not yet fully quantified the results.

Strengthen the Economy

- Increase community population: Data available with next census in 2020.
- Increase median household income: Data available with next census in 2020.
- Increase transient occupancy tax and sales tax revenue: TOT and sales tax revenue is increasing, however specific numbers are not yet available for this fiscal year.
- Increase new businesses established: Economic development goals and strategies from the Draft Economic Development Strategy document are included in the Countywide Land Use policies to encourage new business establishment.

(c) *What are the issues/barriers that may have arisen to make it difficult to implement the regional sustainability goals at the local level? Indicate a plan to overcome those barriers.*

This question is difficult to answer as no regional sustainability goals exist, and none are applicable to Mono County. This fact may have resulted in the single biggest barrier, which is that collaborating with other jurisdictions is difficult due to lack of standards and expectations. For example, Mono County had originally intended to complete our greenhouse gas emissions inventory with the only incorporated town in the county, but this jurisdiction decided not to move forward with the project. The County will continue to collaborate with other local jurisdictions to the best of our ability, and work through organizations like the Regional Council of Rural Counties (RCRC), Sierra Nevada Conservancy, and California State Association of Counties to ensure future legislation, incentives, and standards reflect the needs and realities of rural counties as well.

Another barrier to implementing the County's sustainable communities policies currently in development has been funding for implementation. Mono County has initiated several programs considered to be the "lowest hanging fruit," and is seeking additional external funding sources to implement programs identified in the Resource Efficiency Plan policies that have been incorporated into the General Plan.

Finally, tracking performance measures is a challenge. In a small organization like ours, program staff are often the only ones who can also track performance data, yet are typically not trained to do so. Establishing the motivation and skill sets for overtasked staff to take on yet more administrative duties is difficult, and ensure smooth information flow for reporting is a challenge. Mono County as an organization is continuing to improve our cross-departmental information flow, and in time will see an increase in administrative staff and capacity as our budget improves.

Mono County

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800 phone, 924.1801 fax
monocounty.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420 phone, 932.5431 fax

Department of Conservation
Division of Land Resource Protection/PGIP
Attn: Grant Administrator
801 K Street, MS 18-01
Sacramento, CA 95814

Date: 6/15/2015

Grant Number 3012-571

Invoice #: 9 Final

For expenditures under this grant during the following timeframe:

1/1/2015 to 6/15/2015

Note: The actual invoice line items should correspond exactly to the items listed in your Project Budget.

Make entries in each section (if no specific amount, enter a zero).

1. Personnel	\$	2,819.46
2. Consultants	\$	8,695.00
3. Direct Costs	\$	282.03
4. Mini Grants	\$	-
5. Other	\$	-
Subtotal	\$	11,796.49
less 15% holdback	\$	1,769.47

Total reimbursement requested by this invoice:	\$	10,027.02
Total Holdback	\$	48,808.20
Final Payment Request	\$	58,835.22

X 
Signature of Grant Agreement signatory or Designee

X Lynda Salcido
Print Name and Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

6/15/2015 8:32 AM	County Administrative Office	Yes
7/6/2015 10:39 AM	County Counsel	Yes
6/18/2015 3:01 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

TIME REQUIRED

SUBJECT

Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

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:

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ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
7/9/2015 1:54 PM	County Administrative Office	Yes
7/8/2015 5:14 PM	County Counsel	Yes
7/8/2015 12:32 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

TIME REQUIRED

SUBJECT

Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

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:

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ATTACHMENTS:

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History

Time	Who	Approval
7/9/2015 1:54 PM	County Administrative Office	Yes
7/8/2015 5:14 PM	County Counsel	Yes
7/8/2015 1:25 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

TIME REQUIRED

SUBJECT Closed Session - Conference With
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

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:

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No Attachments Available

History

Time	Who	Approval
7/8/2015 11:00 AM	County Administrative Office	Yes
7/8/2015 10:27 AM	County Counsel	Yes
7/8/2015 10:37 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

TIME REQUIRED

SUBJECT Closed Session - Conference With
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claims of Jonathan Madrid.

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

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MINUTE ORDER REQUESTED:

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No Attachments Available

History

Time	Who	Approval
7/9/2015 1:49 PM	County Administrative Office	Yes
7/8/2015 5:13 PM	County Counsel	Yes
7/9/2015 11:53 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Risk Management, County Counsel

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

SUBJECT Resolution Determining that Jonathan Madrid is Eligible for Industrial Disability Retirement

AGENDA DESCRIPTION:

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

Proposed Resolution Determining that Jonathan Madrid is Eligible for Industrial Disability Retirement.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

The County will make a payment from the Risk Management fund of approximately \$72,000 which is reimbursable upon PERS processing of the IDR application.

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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[Madrid Staff Report](#)

[Madrid Resolution](#)

History

Time	Who	Approval
7/9/2015 1:55 PM	County Administrative Office	Yes
7/9/2015 12:15 PM	County Counsel	Yes
7/9/2015 12:28 PM	Finance	Yes



COUNTY OF MONO

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

Lynda Salcido
Interim County Administrative Officer

July 14, 2015

To: Honorable Chair and Members of the Board of Supervisors
From: Sarah Messerlian, Risk Manager

SUBJECT

Industrial Disability Retirement Resolution for Jonathan Madrid

RECOMMENDATION

Review and adopt Resolution determining that Jonathan Madrid is eligible for Industrial Disability Retirement

FISCAL IMPACT

The County will make a payment from the Risk Management fund of approximately \$72,000 which is reimbursable upon PERS' processing of the IDR application.

DISCUSSION

Deputy Jonathan Madrid (ret.) incurred serious injuries to his neck, shoulder, and knee, while in the performance of his duties as a peace officer for Mono County. He went out on medical leave in June of 2012. As the Board is aware from reviewing this matter in closed sessions, the Agreed Upon Medical Expert in his workers compensation cases, Dr. George Watkin, determined that Deputy Madrid achieved Maximum Medical Improvement for those injuries as of December 6, 2012, and imposed work restrictions prohibiting a number of basic actions required of our deputies on a daily basis.

As the Board is also aware, in July of 2013, upon reviewing Deputy Madrid's job description, Dr. Watkin further determined that Deputy Madrid was unable to return to his regular position as a Deputy Sheriff unless the County could accommodate the imposed work restrictions.

Accommodating those work restrictions would require the County to assign Deputy Madrid to a permanent light-duty assignment in the Sheriff's Department. Given the small size of the County's Sheriff Department and the undue burden the County would bear if it maintained permanent light-duty positions in that Department, the Sheriff's Department has a policy of no permanent light-duty positions and therefore cannot accommodate Deputy Madrid's disabilities.

The Industrial Disability Retirement program exists to protect peace officers from the devastating impacts such injuries can have on the career of a peace officer. Since Deputy Madrid is and has continuously been substantially incapacitated, since December 6, 2012, within the meaning of the California Public Employee's Retirement Law for performance of his duties in the position of Sheriff Deputy, staff recommends adoption of the Resolution.



RESOLUTION NO. R15-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DETERMINING THAT JONATHAN MADRID IS ELIGIBLE FOR INDUSTRIAL DISABILITY RETIREMENT

WHEREAS, the County of Mono (hereinafter referred to as Agency) is a contracting agency of the Public Employee's Retirement System; and

WHEREAS, the Public Employee's Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he is classified as a local safety member is disabled for purposes of the California Public Employee's Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

WHEREAS, an application for industrial disability retirement of Jonathan Madrid employed by the Agency in the position of Sheriff Deputy has been filed with the California Public Employee's Retirement System; and

WHEREAS, the County of Mono has reviewed the medical and other evidence relevant to such alleged disability;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES as follows:

1. That the County of Mono does hereby find and determine that Jonathan Madrid is and has continuously been, since December 6, 2012, substantially incapacitated within the meaning of the California Public Employee's Retirement Law for performance of his duties in the position of Sheriff Deputy.
2. That County of Mono does hereby find and determine that such disability is a result of injury or disease arising out of and in the course of employment. Neither said Jonathan Madrid nor the agency, County of Mono, has applied to the Workers' Compensation Appeals Board for a determination pursuant to G. C. section 21166 whether such disability is industrial.
3. That the member was, or will be, separated from his employment in the position of Sheriff Deputy after expiration of his rights under G. C. section 21164, effective December 6, 2012 and no dispute as to the expiration of such leave rights is pending. His last day on pay status is September 18, 2012.

There is not a possibility of third party liability.

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Advance Disability Pension payments will be made. The payments will be made monthly in the amount of \$3,784.97 beginning December 6, 2012.

The primary disabling condition is orthopedic.

PASSED AND ADOPTED this __th day of _____2015, by the following

Vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

TIMOTHY E. FESKO
Board of Supervisors Chairman

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Information Technology, County Counsel

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

SUBJECT Mono County Voice and Electronic Media Retention Policy

AGENDA DESCRIPTION:

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

Proposed resolution establishing a records retention policy for electronic media and voice mail records maintained by the Mono County IT Department.

RECOMMENDED ACTION:

Adopt proposed Resolution #R15-_____, adopting the Mono County Voice and Electronic Media Retention Policy. Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Nate Greenberg or Christian Milovich

PHONE/EMAIL: (760) 924-1819; (760) 924-1706 / ngreenberg@mono.ca.gov; cmilovich@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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- [Resolution and Attachment A \(Retention Policy\)](#)
- [Staff Report](#)

History

Time	Who	Approval
7/9/2015 1:55 PM	County Administrative Office	Yes
7/8/2015 12:18 PM	County Counsel	Yes
7/8/2015 1:01 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

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760-924-1701

Legal Assistant
Jennifer Senior

To: Honorable Board of Supervisors

From: Christian Milovich, Deputy County Counsel
Nate Greenberg, Information Technology Director

Date: July 14, 2017

Re: Resolution establishing a records retention policy for electronic media and voice mail records maintained by the Mono County IT Department.

Recommendation

Approve proposed Resolution #R15-_____, adopting the Mono County Voice and Electronic Media Retention Policy. Provide any desired direction to staff.

Discussion

The purpose behind the electronic media retention policy is to establish a policy for the management, preservation and purging of the County's email, call recording data, and other electronic media. Most email and voice mail are created primarily for routine communication or information exchange. They are considered transitory in nature and without lasting value. The policy, which is based on Government Codes sections 6200, 6201 and 6250 – 6254, establishes default retention periods for email and call recording data, as well as defines various roles and responsibilities for implementation of the policy and departmental responsibilities. The policy also delivers instructions on how and where to preserve the data when job requirements necessitate retention for periods longer than the default retention period.

The adoption of a policy for retaining and disposing of the transitory communications is an important element of establishing responsible data management. The policy will help to ensure that the necessary data is archived in an appropriate location and will clear up space on the County's server and prevent email system overload.

If you have any questions on this item prior to your meeting, please feel free to call me 760-924-1706 or Nate Greenberg at 760-924-1819

Fiscal Impact

None

Attachments:

Exhibit 1 – Resolution with Attachment A (Voice and Electronic Media Retention Policy)



RESOLUTION NO. R15-___

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING THE MONO COUNTY VOICE AND ELECTRONIC MEDIA RETENTION POLICY

WHEREAS, the Mono County Information Technology Department is charged with the maintenance and management of the voice and electronic media records of the County; and

WHEREAS, the responsible maintenance of the County's records includes adopting a policy for the retention and disposition of records; and

WHEREAS, the County Board of Supervisor's recognizes the need for a voice and electronic mail retention policy that is compliant with applicable law; and

WHEREAS, it is the intention of the Board that the retention policy established herein is designed and drafted in accordance with all applicable laws.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the Mono County Voice and Electronic Mail Retention Policy attached hereto as Attachment "A", and incorporated herein by this reference, is adopted for the Board of Supervisors and for all County agencies and departments whose voice and electronic media records are maintained by the County's Department of Information Technology.

PASSED, APPROVED and ADOPTED this ___ day of July, 2015 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Timothy E. Fesko, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Mono County Voice and Electronic Media Retention Policy

A. Purpose

This policy provides guidelines for long and short-term storage and removal of Electronic Media and messages sent and received by Mono County employees and managed by the Department of Information Technology (“IT Department”). A more comprehensive set of policies and standards governing the use of technology is included in the “Information Technology Standards and Policies” document.

B. Definitions

1. “Authorized User” is any employee, contractor, volunteer, or other individual who has been authorized by the Board of Supervisors, County Administrative Officer (CAO), or Department Director to use the County’s electronic equipment or systems.
2. “Electronic Media” include but are not limited to data and messages which are created, sent, or received by County computers and personal computing devices, landline and cellular phones, or similar type of equipment as email messages, voicemail or similar.
3. “Mono County Personnel” means any person employed by the County, whether as regular full-time, part-time, temporary, probationary, or otherwise; as well as County officials, consultants, and volunteers.

General Rules of Electronic Media Usage

In order to ensure that all forms of electronic media are used appropriately, general rules of electronic media usage include:

1. Authorized Users with access to County data are charged with appropriate protection of those data. The policies and standards governing technology use within the County are designed to protect data, systems, and our employees.
2. All Authorized Users are responsible for the proper care and handling of all forms of County owned electronic media to which they have access.
3. Electronic Media may not be used for any prohibited purpose, including illegal activities, messages that may constitute discrimination or harassment under state, local, or federal law, or other inappropriate uses which threaten the integrity of systems or data.

4. Supervisors, managers, department directors, as well as the IT Department, as authorized by the applicable department director, reserve the right to enter, search and monitor the County's computer files, voice mail, e-mail, or any type of County electronic file of any employee without advance notice. Justification for such actions may include monitoring work flow or productivity, investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.
5. Authorized Users who access the County's network, email, voice mail and electronic data files remotely from a non-County computer or other Electronic Media are held to the same standards of responsible use defined in this policy as if they were using County Electronic Media at County facilities.
6. Authorized Users may not store County data or messages on third-party websites, personal storage devices, or in a method which is otherwise not accessible by the IT Department without prior written authorization (i.e., use of Dropbox, Google Drive, or similar systems and devices for storing County documents, or forwarding a County email to a personal email account).
7. All Electronic Media created or received by County systems are considered property of Mono County.

C. Data Storage, Retention, and Backup

The Mono County IT Department is responsible for designing and implementing a file structure system for securely and logically storing County Electronic Media.

The IT Department regularly replicates and backs-up data to ensure operational continuity in the event data is compromised, lost, or otherwise affected. In general, data snapshots are taken on a daily, weekly, and monthly basis, with several months of data saved should it need to be recalled at a later date. Any concerns regarding loss of or damage to data should be reported to the IT Department as soon as they are discovered.

Authorized Users shall be trained by the IT Department on this structure when they begin employment, and are responsible for the maintenance of the data to which they have access.

File storage is divided into two primary categories:

1. User Files

Each Authorized User will receive their own dedicated U-Drive (U:\) for file storage, which, unless otherwise authorized, only they and the IT Department have access to. Files stored in this folder will be backed-up regularly and retained indefinitely, so long as the user is employed by Mono County.

Upon separation with the County, the applicable department director may be given access to the former employee's emails and electronic files stored in their U:\, or designate an alternate Authorized User to take ownership of them. Any e-mails or files stored on the former employee's U:\ that have not been preserved or moved to another location, will be purged after two years.

At any time during the course of employment, supervisors, managers, department directors, as well as IT staff, as authorized by the applicable department director, reserve the right to enter, search, and monitor the County's computer files, voice mail, e-mail, or any type of County electronic file of any employee without advance notice. In these situations, read-only access may be granted to any of the Authorized User's folders directly, or a copy of the files in any folder may be made into a location determined by the department director.

2. Departmental Files

The IT Department will work with individual departments, their directors, and staff to ensure that file system organization and security meets the needs of that particular department and respond to requests to modify access for specific-use cases.

By default, data is saved on the Mono County file system for an indefinite amount of time, unless otherwise deleted by an Authorized User. In order to avoid cluttering of the file system, it is important for individual departments to manage their file structure appropriately by reviewing, organizing, and deleting old and unneeded files on an annual basis.

The IT Department recognizes that each department will have different data storage requirements and retention periods, and will work with departments to ensure that their needs are upheld, while recommending best practices for data storage and maintenance where appropriate.

The IT Department recognizes the value of Cloud-based storage solutions (such as Microsoft OneDrive) and has implemented them for various Mono County Personnel to meet a specific business need. The implementation of these storage services have been done in accordance with the same policies as set forth in this document as well as all applicable data standards and requirements imposed upon local government agencies.

Mono County Personnel shall use the data storage methods which have been provided by the IT Department, and not implement third-party non-authorized solutions (such as Dropbox, Google Drive, or similar offerings) on their own.

D. Electronic Mail

Electronic mail (email) addressed to, generated by, or received on County email addresses is the property of the County and is to be used for County business-related

purposes only. The email system is not to be used in a way that may be disruptive, illegal, offensive to others, harmful to morale, or that otherwise compromises the overall integrity of the system or poses a security threat to the County.

Email users are responsible for the management of their personal mailboxes and those departmental boxes which they maintain. Email messages are assumed to be transitory communication. Messages that need to be retained for specific purposes, including but not limited, to legal discovery, project record, or other purposes should be stored outside of the email system according to best practices provided by IT staff.

Emailing en masse out of the County's regular email system for any purpose that is not directly related to County business is strictly prohibited. If a need arises to send an email to more than 25 recipients that is not directly related to County business, approval may be granted by the IT Director to utilize the County's email list serve program for sending bulk emails.

Email messages will be managed and retained according to the terms established in Section H below.

While the IT Department has the ability to access e-mail messages stored on or deleted from the County system at any time, it may not do so without prior authorization of either the Authorized User, CAO, County Counsel, HR Director, or applicable department director. Upon receiving such permission, the IT Department may provide access to an Authorized User's mailbox for an indicated amount of time. It is understood that during this time it is not possible to determine who sent messages from the account in question.

Authorized Users are otherwise strictly prohibited from accessing another Authorized User's email without the express permission of the Authorized User, applicable department director, or HR Director.

The mailboxes of Authorized Users no longer employed or retained by Mono County will remain subject to the same retention period specified below. Access to these mailboxes by other Authorized Users may be established by the IT Department following approval by the applicable department director, the CAO, or the HR Director.

Emails sent by HIPAA agencies that contain confidential patient information must be encrypted using a method established by the IT Department.

E. Voicemail

Voicemail messages left on the County phone system are considered transitory communication and are only maintained up until the time that the user deletes the message from the system. It is not possible to recover deleted messages, and they are not backed-up.

Some Authorized Users receive voicemail in the form of an email message with an attached audio recording. In the case of these voicemails, the message is maintained by the County's email system and retained within the same periods described in that section.

Employees shall establish a password for their voicemail box that ensures unique access to that box, and should generally not share that password with any other employee.

Voicemail messages, which are left on the County maintained phone system, are considered property of Mono County and may be accessed by the IT Department upon the request of the applicable department directors, HR Director, County Counsel, or the CAO.

F. Electronic Files as Public Records

Authorized Users need to be aware that data, files, messages, and information created by or stored on County computers, servers, or voicemail systems may be subject to disclosure under the Public Records Act, and/or discovery in litigation. County records created through email and other forms of electronic communication(s) must be protected and retained in accordance with records retention laws and best practices described by the IT Department.

G. Retention of Electronic Messages and Communications

Electronic communications are a business tool that shall be used in accordance with generally accepted business practices and all local, state, and federal laws, including the California Public Records Act, to provide an efficient and effective means of communication.

Communications sent electronically can be subject to disclosure under the Public Records Act and to records retention laws applicable to government entities. If an electronic communication, including, but not limited to email, voicemail, or text messages, with any attachments, can be considered a public record, as defined by law, then such messages must be preserved for the legally required time period in accordance with all applicable regulations.

Email messages are considered to be transitory in nature and should only be retained if absolutely necessary. As such, the County's email management system will automatically delete emails (and voicemails that become emails) as follows:

Inbox (excluding sub-folders)	After two (2) years
Sent Items	After two (2) years
Deleted Items	After 90 days

*Excluded sub-folders

On a case-by-case basis

*Certain departments have specialized use cases which substantiate the need to retain actual email messages for longer time periods. Dedicated sub-folders may be setup in order to meet these demands.

In certain unique circumstances, where it is necessary to retain the actual email (i.e., track the conversation, save the lines of communication, etc.), the message should be moved to a specific sub-folder within Outlook which is named according to the content or subject. Messages within this folder may be subject to a retention period other than two years.

Typically the content of the email message is of greater value than the email itself. In these circumstances, the best practice is to:

1. Save the email content into an electronic project file (such as OneNote, or a exported PDF of the message stored in a file folder); or
2. Print the email and place the printed copy in the appropriate hard-copy file.

Authorized Users are encouraged to seek guidance from the IT Department in either case to ensure that both messages and information are retained properly and only when necessary.

H. Disclosure of Electronic Communication

Periodically, the County receives requests for inspection or production of documents pursuant to the Public Records Act, as well as subpoenas or court orders for documents.

In the event such a request or demand includes electronic messages, the IT Department will work with the County Counsel's office to temporarily preserve any messages related to the request, or review the Authorized User's mailboxes included as part of the request, in order to produce, by any reasonable means available, the appropriate data.

In these circumstances, the IT staff will access an Authorized User's mailbox and copy appropriate messages to a secondary location, which will be reviewed by County Counsel staff before being delivered to the requestor.

I. Prohibited Uses of the Electronic Media

Prohibited uses of Electronic Media include, but are not limited to the following:

1. Illegal activities under local, state, and/or federal law;
2. Intentional or negligent misuse;
3. Anything that may be construed as harassment or disparagement of others

based on race, religious creed, color, age, sex, sexual orientation, gender identity, genetic characteristics, national origin, religion, marital status, medical condition, disability, military service, pregnancy, childbirth and related medical conditions, and/or any other classification protected by federal, state, and local laws and ordinances, or perception that an individual has one of these characteristics. This includes, but is not limited to, slurs, obscene messages, sexually explicit images and/or cartoons, etc.;

4. Except as a part of an authorized user's regular County duties, knowingly displaying, transmitting, or downloading sexually explicit or pornographic images, messages, or cartoons;
5. Transmitting messages which are threatening, obscene, lewd, or profane;
6. Soliciting others for commercial ventures or other non-job-related matters;
7. Unauthorized mass mailing to more than 25 recipients (any larger distribution requires pre-authorization and use of the County's email campaign);
8. Forging electronic mail messages;
9. Intentionally disrupting network traffic or crashing the network and connected systems;
10. Any other use which is deemed by the County to be inappropriate or in violation of the intended use of any electronic media.

Unauthorized use of the County's Electronic Media as outlined in this policy will be reviewed on a case-by-case basis and may be subject to disciplinary action up to and including termination.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2015

Departments: Information Technology

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Nate Greenberg

SUBJECT Information Technology Strategic
Plan

AGENDA DESCRIPTION:

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

The Information Technology department has been engaged in an internally focused Strategic Planning effort since September, 2013. Today, a final draft of the IT Strategic Plan will be presented giving the Board an opportunity to provide feedback or comments before its final adoption by Town Council and the Board of Supervisors.

RECOMMENDED ACTION:

Provide necessary feedback to staff to finalize a draft of the plan.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Greenberg

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[IT Strategic Plan - June, 2015 Draft](#)

History

Time	Who	Approval
6/29/2015 8:44 PM	County Administrative Office	Yes
7/6/2015 10:39 AM	County Counsel	Yes
7/8/2015 10:37 AM	Finance	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

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Nate Greenberg
Information Technology Director

June 29, 2015

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject **Information Technology Strategic Plan**

Recommendation

Provide necessary feedback to staff to finalize a draft of the plan.

Discussion

The Information Technology department has been engaged in an internally focused Strategic Planning effort since September, 2013. Last May an Executive Summary of the plan was presented to the Board of Supervisors, and the priorities established through the Key Initiatives in that plan used for budgeting in the 2014-2015 Fiscal Year.

The ultimate intention was to pace the IT effort with the overall County Strategic Planning process in order to ensure that any key elements, strategies, or priorities could be included within the IT Strategic Plan.

The draft of the plan that is before the Board today represents several months of internal discussion and workshops among staff and management at both the County and Town of Mammoth Lakes, as well as input from several elected officials. It incorporates salient aspects of both the County's Strategic Initiatives and the 2014 Town Council Priorities and Strategies.

Based on inward facing realizations about the current state of IT within the organizations, and a short, mid, and long-range view of where we want to go, the IT Strategic Plan lays the foundation from which we can begin to work. Coupled with newly updated policies and a set of Standard Operating Procedures, this plan is intended to provide a roadmap and operational direction for the next three to five years.

The document will be presented to Town Council following the discussion with the Board, and then brought back for final adoption as a consent item in early August.

Fiscal Impact

None at this time.



INFORMATION TECHNOLOGY STRATEGIC PLAN

MONO COUNTY & TOWN OF MAMMOTH LAKES, CA

2015 - 2018

Our Mission:

Provide exceptional customer service by implementing technology that improves efficiency, empowers the workforce by ensuring dependability, accountability, and government transparency.

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1. BACKGROUND AND INTRODUCTION

The challenges that lie ahead for Mono County and Town of Mammoth Lakes are significant. Like other California jurisdictions, budgets are tight and public expectations are high. Despite these realities, we work to set our agencies apart through long-term commitments to technology, coupled with our ability to implement high-value systems in quick order. Combined with talented staff, technology provides unique opportunities to solve complex problems in creative ways, more effectively manage information, and create efficient and cost effective ways of doing business.

The intent of this document is to indicate *why we do what we do*, and where we are headed in the next three to five years. The technology we implement is driven first by the business needs and objectives of the customers we support, and second by a desire to ensure the trajectory of the organization has the necessary foundation to operate. Our intent is to fully understand where we are going as agencies, and anticipate the technology necessary to ensure stability and vitality as we work to get there.

Information Technology: Department Overview

Information Technology truly began in Mono County in 2000 with the formation of a dedicated internal department. Prior to this time, the County employed two technicians who were supervised by the Auditor/Controller, in addition to retaining an outside contractor who maintained the Mainframe systems.

In 2000, the County lacked a unified network, centralized storage, common phone and email system, backups, security policies, or even enough desktop PCs to justify an entire department. The changes that occurred between 2000 and 2005 were significant, with nearly all of the above mentioned systems and technologies being implemented for the first time.

Though the Town of Mammoth Lakes had a slightly more mature IT setting between 2000 and 2005, technology became stale quickly as it was not budgeted for nor maintained. Issues existed in the areas of compliance (with respect to unlicensed software being installed on Town computers), out of date operating systems and software packages, and failing desktops and servers which had to be attended to regularly. This changed in 2013 when the Town of Mammoth signed a professional services agreement with Mono County to provide IT services for the agency.

In 2015, the IT Department (herein referred to as IT) is responsible for the management, oversight, coordination, and planning of core technology, data, and communications infrastructure for Mono County and the Town of Mammoth Lakes at over 25 facilities/sites. Our staff manages and maintains over 80 servers, on four networks with all complementary technology (including routers, firewalls, switches, and data storage devices) in order to deliver high quality computing services and support communication needs for our staff. In addition to the primary Town and County networks, IT maintains all aspects of the Mono County Sheriff's Department and Mammoth Lakes Police Department systems. Additionally, the IT Department oversees the development and maintenance of the County and Town's Federated Geographic Information System (GIS), including implementation and maintenance of hardware and software, application development, maintenance of nearly one hundred data sets, and end-user support.

The Department has two prime Divisions: Technology Services and Geographic Information Systems (GIS). Both teams focus on leveraging modern, industry standard technologies to offer Best Practice solutions to a variety of business processes. All Information Technology staff strive to implement innovative technological solutions that reduce organizational cost, improve service delivery to our constituents, and provide access to information.

2. STRATEGIC VISIONING

Mono County embarked on an organization-wide Strategic Planning efforts in 2013. In addition to this effort, several departments began their own focused Strategic Planning process, including IT. Though the IT Department had come a long way over the past ten-plus years, much of the growth was without a commonly defined or understood direction. Simply put, efforts lacked an understanding of *Who* or *What* we wanted to be, and were ad-hoc in nature.

The modern day adage in government is "doing more with less." While the concept is necessary, realizing success under this requires a solid technologic foundation. The only certain way to increase efficiency is to eliminate redundancy, provide better access to information, and ensure that the workforce has the resources and training necessary to perform under demanding conditions. In short, in the world of technology, we need to

Operate smarter, adopt seamlessly, and adapt quickly.

Our Process

The IT Department Strategic Planning process began with a technology assessment within each department, and a look at the organization as a whole. This was achieved by outreaching a simple Needs Assessment questionnaire to every department head, as well as all IT Department staff.

The questionnaire inquired about where technology is used effectively, and where it is missing the mark. Staff were asked about their biggest challenges, anticipated opportunities in the coming years, and more pointedly about what specific projects or technologies their department would implement if money were not an object.

The results of the questionnaire were reviewed and summarized by IT staff, and from them a comprehensive view of the organization was established. We used common themes to develop general statements regarding strengths and weakness, as well as key focus areas. Finally, we utilized the projects and goals expressed by staff and departments as a jumping off point to develop our **Key Initiatives** for the next several years (which are covered in Section 3).

Departmental Vision

To provide exceptional customer service through developing positive relationships with our customers

To deliver timely, precise, and complete support that is consistent with technology industry standards

To utilize appropriate tools and establish a reliable, modern infrastructure supporting business needs

To remain ambitious, be the best in the technology industry, and set an example for others to follow

To maintain and enhance our knowledge and skills through continued education, and provide expertise as guidance in technology decision making for the organization

To recognize the importance of geography and provide information and systems which help better connect staff and constituents to the County for improved decision making

Departmental Values

HIGH QUALITY SUPPORT

Be knowledgeable of infrastructure, capable of communicating effectively, understanding of user's needs, and focused on producing positive outcomes that benefit the organization.

INDUSTRY LEADERSHIP

Implement appropriate technology in a Best Practices manner that solves real problems and can be looked toward as an example by other agencies and organizations.

TIME EFFICIENT & COST SENSITIVE

Capitalize on technology and training to find more efficient ways to operate, cut costs, and produce increasingly higher value, while being mindful of budgetary constraints.

HONESTY & PRIDE

Be honest and lawful in licensing and software use, take pride in our work, and develop open and quality relationships with everyone with whom we work.

EMBRACE & DRIVE CHANGE

Be passionate about what we do, open to and excited about change, and determined to find new and better ways to do business.

POSITIVE WORK ENVIRONMENT

Be humble, patient, understanding, and compassionate while building tight knit relationships with fellow team members.

Departmental Goals & Objectives

2014-2016 Goals

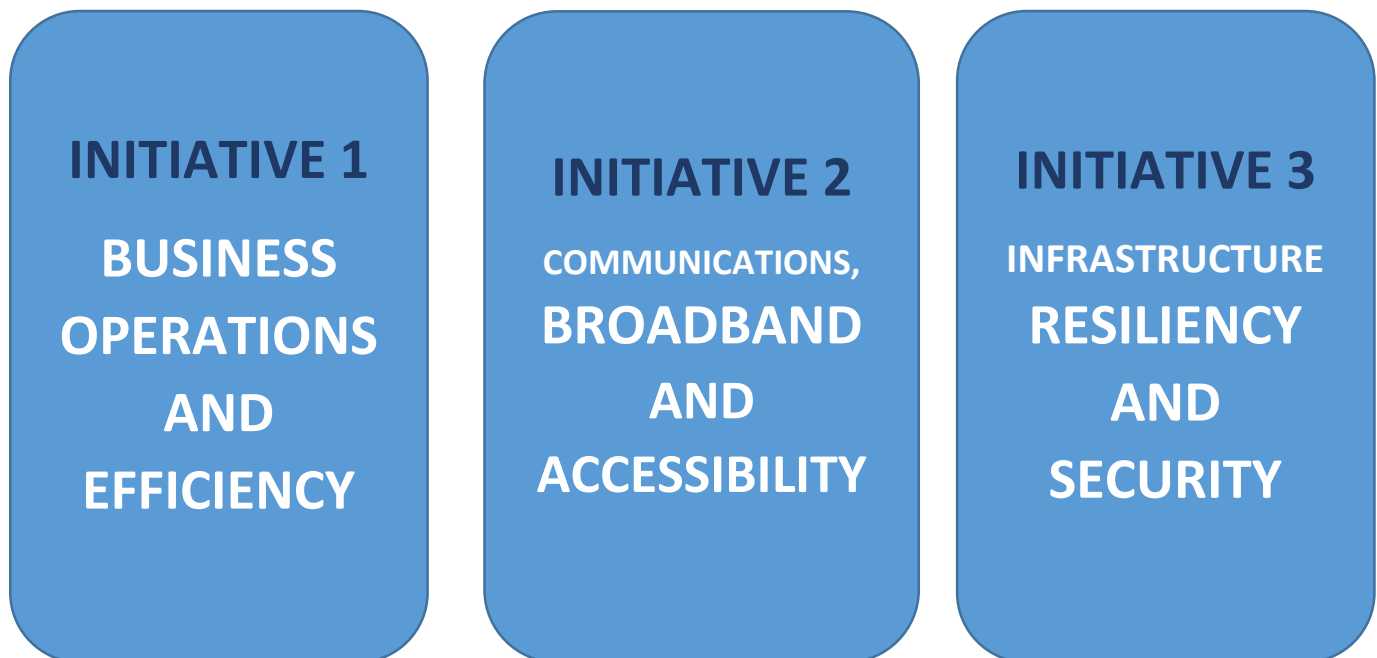
Goal #	Goal	Status
1	Review and update IT Governance Policies & Procedures	Complete
2	Improve customer service & end-user experience	Complete
3	Establish a Project Management program for effective tracking, prioritization, & planning	Complete
4	Complete the first ever Information Technology Strategic Plan	Complete
5	Implement government transparency using Granicus or similar application suite	Complete
6	Increase physical and digital security for our networks and systems	In Process
7	Improve backup and data recovery systems and develop a Disaster Recovery Plan	In Process
8	Implement Digital 395 at all County facilities, joining technology and staff to our network	Complete
9	Improve technology asset tracking and develop a technology replacement program	Complete
10	Upgrade finance system and implement an electronic timesheet system	In Process
11	Improve video conferencing, remote meetings functionality, and other alternate modes of communication	In Process
12	Increase efficiency, availability, response time, and project focus by enabling staff to work from alternative locations	In Process
13	Consolidate data and better organize the file system across network drives	In Process
14	Provide high quality training for Town and County staff aimed at appropriate use of technology	Not Started
15	Implement technology effectively into the Emergency Operation Centers	In Process

Longer Term Goals

Goal #	Goal	Status
16	Improve user experience and increase access to information through portals, web, etc.	In Process
17	Convert phone systems to VoIP to increase functionality and reduce costs	In Process
18	Implement Mobile Data Terminals in emergency service vehicles and modernize Law/EMS IT	In Process
19	Upgrade Law/EMS radio systems to increase stability and resiliency	In Process
20	Increase physical security of sites with proximity locks, cameras, and monitoring systems	In Process
21	Continue with and expand upon collaborative efforts with the Town of Mammoth Lakes (and other agencies, where applicable)	In Process
22	Continue to invest in GIS including: <ol style="list-style-type: none"> 1. Development and maintenance of key datasets 2. Advancement of transportation and asset related data 3. Parcel management 4. Leveraging web resources and functionality for information access 	In Process
23	Increase system consolidation, moving away from many systems to fewer platforms that provide an improved user experience that is easier to maintain	In Process
24	Look for further service efficiencies in systems and business processes across County department and within the Town of Mammoth Lakes	In Process
25	Modernize the workforce to leverage mobile solutions and realize benefits of alternate methods of doing business	In Process

3. STRATEGIC DIRECTION & KEY INITIATIVES

The context for our future can be looked at as our Strategic Direction, and our Key Initiatives serve as the method by which we achieve success. These Key Initiatives are intended to be holistic categorizations which define the core values of the organization when it comes to technology and business operations. While goals and associated projects will get completed as time goes on, the initiatives carry forward and ultimately encapsulate new goals and priorities over time.



INITIATIVE 1:

BUSINESS OPERATIONS and EFFICIENCY

DEFINITION

A high functioning organization is built upon sound business operation principles which facilitate accomplishing everyday tasks in an efficient and accurate manner. Given the demand of today's society, and the resulting impact on our workforce, it is imperative that we leverage technology effectively and fully.

This initiative ensures that our staff and the communities we serve have access to the best available technology, implemented in a thoughtful and effective manner.

GOAL

Streamline business operations through improved policies and procedures that target the utilization of modern systems, with an engaged and well trained workforce focused on efficiency and transparency.

Objective	Opportunities	Potential Result	Associated IT Goals	Target
1.1	Consolidate and centralize systems by leveraging modern applications that reduce duplicative processes, reliance on paper, and improve staff efficiency.	Implementation of relevant policies and procedures which leverage current and future technology to improve the way we do business.	1, 2, 3, 4, 6, 9, 10, 12, 13	2015
1.2	Improve technologic knowledge and capacity among staff through training programs and interview processes.	Improved understanding of systems, functionality, and ability to leverage technology effectively and appropriately.	14, 25	2016
1.3	Pursue collaborative approaches and solutions with other agencies and organizations.	Consolidation of infrastructure, facilities, and staff where redundancies exist.	21, 22, 23, 24	2018
1.4	Develop and empower mobility within the workforce and general public.	Greater access to information. Utilization of modern technology to improve efficiency.	16, 18, 22, 25	2016
1.5	Improve law & EMS agencies access and use of technology.	Improved response times. Improved stability, reliability, and usability of key technologies.	15, 19	2017
1.6	Continue to invest in GIS	Increased access to information. Better informed staff and populace.	22	Ongoing

INITIATIVE 2:

COMMUNICATIONS, BROADBAND, and ACCESSIBILITY

DEFINITION

Communication is the lifeblood of our world. Whether ensuring that our workforce can effectively connect with one another, or that communities have adequate telephone and broadband, this infrastructure is critical. Access to information is not possible with modern communication networks, and this initiative prioritizes them.

GOAL

Reduce costs associated with infrastructure, vehicle trips, and staff time while improving communication between staff and the general public.

Objective	Opportunities	Potential Result	Associated IT Goals	Target
2.1	Leverage Digital 395 to improve network connectivity and broadband accessibility for personnel at all County and Town facilities.	<ul style="list-style-type: none">• Improved connectivity between County sites• Increased broadband speeds• Savings of approximately \$25k annually	8	2015
2.2	Install VoIP phones; move to modern dial-tone service and phone system.	Inclusion of satellite offices on County phone system; Unified Communications functionality.	17	2016
2.3	Expand and better utilize video conference technology at the desktop and in meeting rooms.	Improve employee face time in remote locations; Reduce vehicle trips and fuel consumption.	11, 25	2016
2.4	Implement technology to improve public access to local government and improve outreach and connection opportunities.	Better informed communities and public. Improved connection to government and resources.	5	2016
2.5	Maintain and improve upon existing County radio system.	Improved communications for public safety personnel.	19	2017
2.6	Seek out business and economic development opportunities based on Digital 395 infrastructure.	Diversified economic base for Mono County and Town of Mammoth Lakes.	8, 21	2017

INITIATIVE 3:

INFRASTRUCTURE RESILIENCY and SECURITY

DEFINITION

Our organizations utilize technology every day to perform regular job duties. Our workforce needs assurances that these resources are dependable and secure. Systems need to function without interruption, be present during emergency situations, and capable of handling data in a secure manner.

GOAL

Implement technology according to industry standards and in an Enterprise fashion, enabling our workforce to perform their jobs while simultaneously providing safeguards around data integrity and security.

Objective	Opportunities	Potential Result	Associated IT Goals	Target
3.1	Maintain a modern network with Industry Standard hardware allowing for the current demands and use cases.	A system on which staff can easily access information and work from a variety of locations in a reliable manner.	Multiple	2015
3.2	Improve data storage, retention, and recovery systems.	Assurances regarding data integrity, compliance with security and data protection standards, and capacity for disaster recovery.	7, 13	2016
3.3	Establish dedicated technology funding streams which can be built up and carried over in order to ensure modern technology and bridge strained budgetary times.	Ensuring staff have access to current technology that is dependable and enables them to effectively do their job. Controls costs and ensures standardization in technology.	9	2016
3.4	Improve physical and digital security.	More resilient and reliable workplace.	20	2016

4. TECHNOLOGY USE AND ADOPTION

Success in local government is defined by effectively serving our constituents. Leveraging technology is critical in order to meet the ever increasing demand on information access, high performing government, improved service delivery, and cost reduction. Mono County and the Town of Mammoth Lakes look at technology implementation on an organization-wide (or *Enterprise*) level in order to realize maximum benefit and value.

Technology decisions and implementations at Mono County and the Town of Mammoth Lakes are tied to business processes. Effective implementations should solve real issues, streamline workflows, and reduce costs in either time or money. Though funding is not endless, cutting corners on technology implementations costs time, limits effectiveness, and squanders opportunities. Committing to technology requires an investment, and the value of spending money on the right product is sometimes better measured in productivity than real dollars.

Below are just a few examples of Enterprise focused technology programs aimed at improving efficiency in how we do business.

Infrastructure Replacement Program (IRP)

A successful workforce is contingent upon modern and functional equipment matched with the work that staff perform. In response to a degrading PC resource in both agencies, an Infrastructure Replacement Program was established in 2014. Success of the program is tied to establishing a dedicated technology fund which allows IT to replace equipment as it reaches end of life. Money is contributed annually to the fund based on life-expectancy of infrastructure, rather than at the whim of individual departmental budgets.

Software Maintenance & Upkeep

Like PCs, having access to current versions of software is critical for an efficient workforce. To achieve this, software versions are kept current within a maximum of two release versions back (e.g. if Microsoft Office 2013 is the current version, no version earlier than 2007 should be used). With so many and frequent changes occurring in software, paying maintenance and leveraging software assurance is the best way to keep current.

Mobility

The rapid adoption of smartphones and tablets, coupled with cellular networks capable of providing high-speed Internet access, has created the expectation of information at our fingertips. As government agencies, responding to this demand is a necessity, not a luxury. Embracing mobility requires leveraging, developing, and deploying tools and resources to our staff so they can stay connected and work on the go. It also demands that public facing resources and information are designed around a 'mobile first' mindset.

Device utilization in the workplace is equally important. There are two clear approaches to support mobile devices within the workplace: (a) Agency purchased and owned; and (b) Bring Your Own Device (BYOD). A successful mobile environment is contingent upon clear policies and a consistent understanding with respect to device usage. This helps to ensure that both users and the agencies experiences are successful, secure, smart, and seamless.

Other aspects of a successful mobile Enterprise include:

- Cloud-enabled and supported data storage alternatives
- Remote access to agency data and network resources
- Mobile friendly applications, websites, and resources including Open Data portals and dashboards
- Desktop and device supported video conferencing ability
- A *single owner* of mobility within the organization
- A willingness to adapt, change, and evolve based on customer demands and technology advances

Broadband

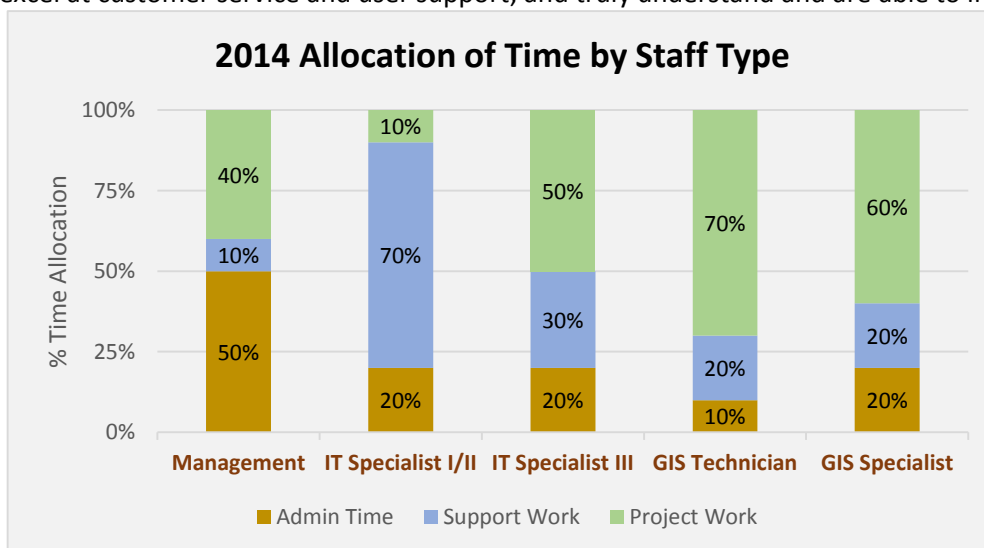
The Eastern Sierra is blessed with a state of the art, high-capacity, and openly operated fiber optic network called Digital 395. This resource not only removes barriers to accessing more bandwidth than this region could ever demand, but also creates endless opportunities which are limited only by our creativity.

For Mono County and the Town of Mammoth Lakes, Digital 395 offers the ability to connect every one of our facilities (and therefore employees) to our network and associated resources. This improves communication opportunities, access to information, reduces operational cost, and solves redundancy and resiliency issues.

The economic development potential associated with this network should also not be overlooked by the agencies. The opportunity to diversify our economic base from recreation will increase the stability of the region as a whole.

5. STAFFING

The demand for technology from agency staff and constituents translates directly to increased demand on IT staff's time. The resulting quandary is a balancing act teetering between reactive and proactive states of operation. Maintaining a balance that favors forward progress requires proper staffing with individuals who are self-motivated, excel at customer service and user support, and truly understand and are able to implement technology effectively.



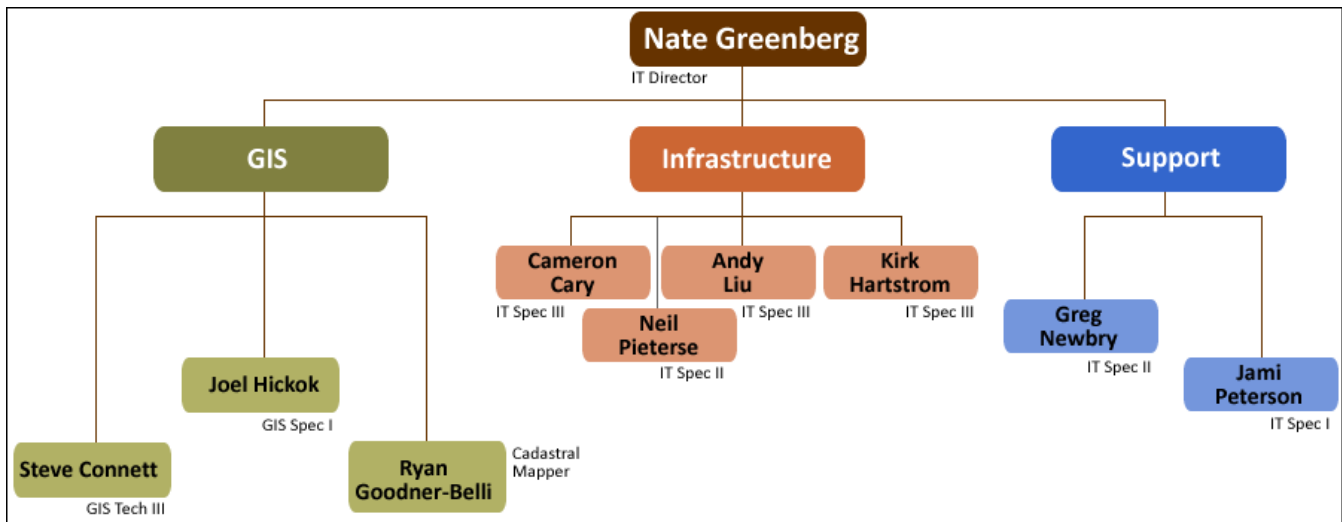
Keeping everyday systems running while still committing time and resources to accomplishing projects and implementing new technology takes care, foresight, and ultimately patience. It is truly difficult to get it all done with such a small team, but we are committed to providing the best service possible with the capacity we currently have.

Departmental Structure and Career Pathways

The 2015 IT Department structure is flat with no reporting verticals. IT staff are classified into the two broad categories of Technicians and Specialists. Within these classifications are three tiers – I, II, and III based on seniority and experience. Though the Specialist III position is technically supervisory in nature, none of the staff occupying those positions currently have any management responsibilities.

As with any small department, everyone is required to be a 'jack of all trades' and know how to support a wide range of infrastructure, applications, and staff. While expecting this from staff does provide coverage and backup, it does not necessarily translate to having depth in multiple knowledge areas, nor clear advancement opportunities.

Alleviating the issue of a flat structure is one of the key focus areas for the next three years with the ultimate goal of a slightly more stratified structure, via a reorganization effort. Ultimately, refining the Specialist series job descriptions to more accurately reflect the areas that these individuals work in (such as System Administration, Network Administration, Communications, etc.) will not only offer new opportunities for existing staff, but also allow for a small management structure and career ladders to be put in place.



IT Department organization chart, as of June 2015.

Employee Retention and Recruitment

Mono County and the Town of Mammoth Lakes offer incredible *quality of life* opportunities for our workforce. While time demands are high, the overall pressure and stress level within the organizations is low when compared to technology jobs in more urban environments. Matched with competitive pay scales, modern infrastructure, and a commitment to technology, both agencies offer great employment opportunities within IT.

Finding the right staff who not only fit into the team but can also appreciate the lifestyle of living in a mountain community is not always easy. And retaining quality employees can be equally challenging.

Recruitment and retention are linked with the common thread of opportunity for learning, growth, and advancement. Ensuring that we can attract the best candidates and keep them on our team requires diverse and graduated jobs which staff can grow into over time.

Training and Customer Care

Information Technology is an *Internal Services Department* that is primarily focused on providing high quality tools and services to our staff. In order to fully capitalize on the investments of technology, it is imperative that our workforce is adequately trained on the use of technology.

As the demand for technology increases, so does the demand on our staff to understand its potential and know how to use it best. As a department, it is our responsibility to:

- Demonstrate and promote Best Practices by deploying technology efficiently and effectively
- Educate our workforce and continually expose them to better ways of utilizing technology
- Promote recruitment of new employees who realize and can effectively utilize technology

6. PLANNING and PRIORITIZATION : WORK ORDER vs PROJECT BALANCE

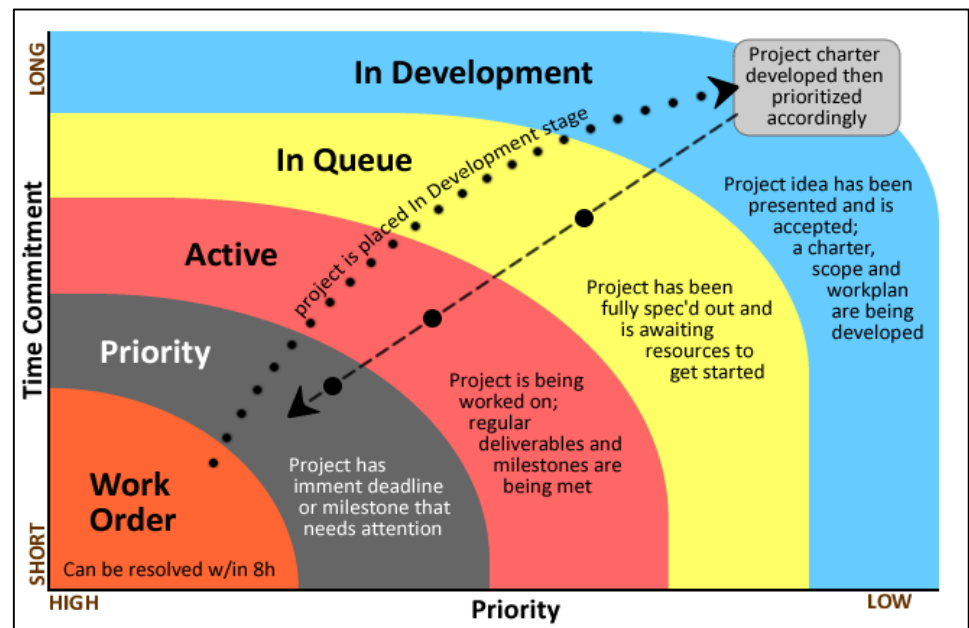
With over 100 currently identified projects thousands of hours anticipated to complete them, having a strategic plan will help focus and identify priorities. Time management for IT staff is critically important, and project management is a skillset that everyone must develop and utilize.

While effective project management begins at the individual level, adequate project portfolio oversight is best accomplished by a single person or small team. Implementing and utilizing project management software is key to help us track priorities, deliverables, timelines, and responsibilities, but is not a substitute for constant oversight and management.

The biggest struggle that our team is faced with is evaluating, continually reviewing, and refining the way that we take on and manage requests for support (work orders) and larger effort within our existing structure. As it has been stated, getting it all done is a challenge and balancing act, and finding the best way to divide staff's time between reactive work orders, and proactive projects requires a clear understanding and buy-in to strategies, priorities, and value.

Currently, the differentiation between a Work Order and Project is mostly based on how it was brought forward to IT. Going forward, however, it will be necessary to better establish protocols and policies which help evaluate the 'Tipping Point' between Projects and Work Orders and help us more effectively escalate or de-escalate each one while working on it as part of the overall work queue.

Over the next several years, IT intends to further develop a Project Management Office (PMO) which will leverage skillsets of key staff members, and further develop how we prioritize and implement projects to be more in line with our strategic plan. Success in this area requires an in-depth understanding of the business value of the work we do, and ability better connect customers with technology by more fully realizing their needs.



A draft diagram showing workflow logic surrounding the conversion of a Work Order to a Project with associated escalation needs.

7. KEYS TO SUCCESS

Quantifying success in the world of Information Technology is not always easy. Typically, if technology is working well, little conversation takes place. Unfortunately, the times we hear most about technology is when it fails and requires attention.

We see success in the form of an educated, technology aware workforce who realize the value IT has on their daily work lives, are able to leverage it in order to perform their work duties more efficiently, and communicate the value effectively.

Staff Resources

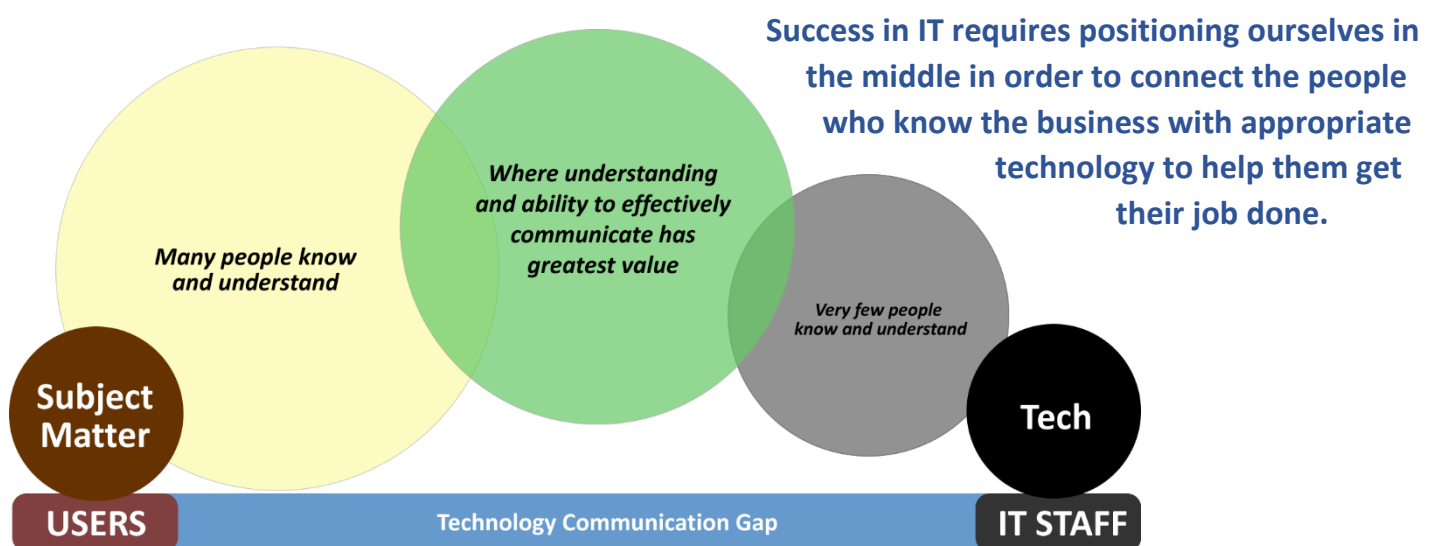
There is definitely no magic way to determine the appropriate level of staffing necessary for a successful technologic enterprise. Depending on the organization and extent that technology is leveraged, however, it is typical to see 3%-7% of the total employee population situated in IT within the government sphere¹.

2015 IT staffing levels within are adequate for the time being. However, we are stretched thin, making the deployment of new technology (while also ensuring adequate maintenance of existing infrastructure) challenging and slow.

Breakdown Silos: Improve Communication and Understanding

As technology becomes increasingly more common within the workplace, so does the importance of consistency, consolidation, collaboration, cooperation, and communication. Silos exist in both the theoretical and technical sense throughout the organizations – ranging from individuals and departments who do not collaborate to databases and systems which do not interface.

Breaking down silos in IT requires a comprehensive understanding of technology and a solid grasp on the subject matter to which it is being applied. Implementing technology without a solid understanding of the business value further separates it from the users who stand to benefit. Conversely, subject matter experts rarely seek out technological solutions to everyday business needs and often squander opportunities for increase efficiency.



¹ Jamie Guevara, et. al., "Gartner IT Key Metrics Data 2012: IT Enterprise Summary Report," *Gartner Research Notes* (RN# G00226792).

Budget, Buy-In, and Leadership

The reality of implementing and maintaining a modern technologic environment is that it takes money. Not only is adequate budget important at the time of initial investment, but a long-term commitment to maintenance is of equal importance. Having access to the budget necessary to keep systems running is critical to ensuring our staff have the resources they need. Ensuring stability in funding, however, is tied equally to performance management and demonstrating value to the executive management team and elected officials.



Industry standards show that most successful local government agencies dedicate about 4% of their annual budget toward technology.

- Gartner IT Key Metrics, 2012²

Additionally, having an executive management team and set of elected officials who understand and are committed to technology is of significant importance.

To more fully engage technology conversations within the agency, it is our intent to form an IT Steering Committee consisting of key stakeholders from both agencies who can help think strategically around IT, and ensure the direction of the IT department is in line with the vision of the organization.

Governance, Policy, and Strategic Initiatives

The importance of IT governance (including current and effective policies) is critically important for a small department to operate effectively and ensure a positive experience for our users. Having appropriate policies which define how and why we conduct business is equally important to ensure that IT staff and the users we support know the boundaries and expectations surrounding the use of technology.

Policies should be reviewed and updated on a schedule that is similar to the strategic planning timeline as technology changes rapidly and requires responsive reaction for adequate governance.

Connecting the IT Strategic Plan back to each organization’s strategic plan or direction is also important to ensure that the department is committing energy in the areas that will have the greatest organizational impact. Below are the cross connections to both the Mono County and Town of Mammoth Lakes strategic initiatives:

Town of Mammoth Lakes Connections

Strategy	Methods	IT Initiative(s)
Enhance Municipal Capacity	New functional Financial system	11. Business Operations and Efficiency
	Updated Granicus/Council Chamber technology	12. Communications, Broadband, and Accessibility
Diversify Economic Development	Be a Gigabit community	12. Communications, Broadband, and Accessibility
	Aggressive implementation of Digital 395	
	Realization of Tech/Place integration strategy	

² Jamie Guevara, et. al., “Gartner IT Key Metrics Data 2012: IT Enterprise Summary Report,” *Gartner Research Notes* (RN# G00226792).

Mono County Connections

Strategic Direction	Methods	Measurements	Priorities	IT Initiative(s)
I. Promote a Strong Diverse Economy	Invest in 21 st Century infrastructure	Gigabit communities	IA. Implement business retention and expansion survey/plan	I2. Communications, Broadband, and Accessibility
	Provide stronger customer service for business	Increased number of home-based businesses, year-round businesses, and start-ups	ID. Participate in region-wide discussions to complete Last Mile connectivity to all communities and establish a Gigabyte region/brand	
	Develop and broaden economic sectors			
III. Understand and Address Community Needs	Increase web traffic to County pages	Establishing stronger Social Media presence	IIIA. Develop a civic engagement plan	I1. Business Operations and Efficiency I2. Communications, Broadband, and Accessibility
	More attendance at County meetings	Increasing Civic engagement	a. Increase gov't communication, enhance communication & trust	
V. Embrace and Reward Innovation	Better County service systems	Becoming a national recognized model of local government with high quality services, innovation, and pro-activity	VC. Develop (leadership) training institute ...	I1. Business Operations and Efficiency I3. Infrastructure Resiliency and Security
	Less silo'd departments			
VI. Effective Use of Resources	Enhance use of technology for service provision	Cost reduction & elimination of redundancy	VIB. Explore opportunities for eliminating redundancy and streamlining processes	I1. Business Operations and Efficiency

Critical Success Factors and Key Performance Indicators

Critical Success Factor	Key Performance Indicator
A. Buy-in from key decision makers	Technology competency Participation on IT Steering Committee
B. Sufficient funding and labor resources	Commitment of 4-7% of overall operating budget to IT Staffing levels of 5-7% based on organization employee count
C. IT business partnership & trust	IT is engaged in departmental discussions pertaining to technology procurement and implementation
D. Clearly communicated business benefits	Business process redesign centered around automation and efficiency through appropriately leveraged technology
E. Service and solution delivery	Data driven methods and metrics, performance based budgeting, and realized value through cost savings and efficiencies