



# 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 Mammoth Lakes Suite Z, 237 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

### Regular Meeting June 20, 2017

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#### TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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). 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 <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

***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 - 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. Mono County Fish and Wildlife Commission Appointments**

Departments: Economic Development

On April 1, 2017 the appointments of Don Morton, Sue Burak, Gaye Mueller and Gary Jones to the Mono County Fish and Wildlife Commission expired. A Notice of Vacancy was published in local newspapers during the month of May, resulting in no new applications. All four commissioners wish to remain on the commission and be re-appointed for a new four year term.

**Recommended Action:** The Board consider and reappoint Don Morton, Sue Burak, Gaye Mueller, and Gary Jones to the Mono County Fish and Wildlife Commission for a four-year term beginning July 1, 2017 and ending June 30, 2021.

**Fiscal Impact:** None.

**B. Proposed Resolution Approving Conflict of Interest Codes for June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District**

Departments: County Counsel

Request for Board approval of amended conflict of interest codes for the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District.

**Recommended Action:** Approve Resolution #R17-\_\_\_, Approve amended conflict of interest codes for the June Lake Fire Protection District, Mammoth Lakes Fire

Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District. Provide any desired direction to staff.

**Fiscal Impact:** None

**C. Road Closure for Town of Mammoth Lakes' 4th of July**

Departments: Public Works - Road

The Town of Mammoth Lakes is requesting temporary closure of a county road for their annual Fourth of July Fireworks celebration. This road closure will be to support traffic control at the Highway 203/395 turn off for people returning to Mammoth from the Crowley Lake Fireworks display. This item is sponsored by Mono County Supervisor Fred Stump.

**Recommended Action:** Approve Resolution #R17-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads for the Town of Mammoth Lakes Fourth of July Fireworks Celebration." Provide any desired direction to staff.

**Fiscal Impact:** None.

**D. Ordinance to Establish the Department of Emergency Medical Services**

Departments: Emergency Medical Services

Proposed ordinance amending the Mono County Code to add Chapter 2.62 establishing the Department of Emergency Medical Services within the County.

**Recommended Action:** Adopt proposed ordinance.

**Fiscal Impact:** None

**E. Proposed Contract with Dominion Voting Systems, Inc.**

Departments: Elections

Proposed contract with Dominion Voting Systems, Inc. for purchase of voting equipment (hardware and software) and related services, warranty, maintenance, and software licenses.

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

**Fiscal Impact:** The fiscal impact of this contract is the one-time purchase of \$212,850 for the system which is included in the Election's rollover budget for next fiscal year and on-going annual costs of approximately \$24,000, depending on the number of elections each year, which is also included in the Election's operating budget each fiscal year.

**F. Request for Authorization to Enter into Agreement with California Department of Corrections and Rehabilitation**

Departments: Sheriff

Proposed agreement with the California Department of Corrections and Rehabilitation (CDCR) for the provision of housing and services to Mono County offenders.

**Recommended Action:** Approve entry into proposed agreement with CDCR for the provision of housing and services to Mono County offenders and authorize Chair of the Board of Supervisors to execute said agreement on behalf of Mono County. Provide any desired direction to staff.

**Fiscal Impact:** Any financial impact would depend upon the utilization of the contract. The Sheriff's Office did not utilize CDCR bed space through the prior contract over the five year term. Should a need arise to utilize this contract, budgeted funds from Jail Medical Services (impacting the General Fund and potentially budgeted) or the Community Corrections Partnership (not impacting the General Fund and not currently budgeted) would be used. This contract limits cost of housing and care of applicable inmates. Mono County would be responsible for costs associated with providing third party medical care to offenders.

**G. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2017.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 4/30/2017.

**Fiscal Impact:** None.

**H. Request for Authorization to Enter into Contract with Anne Sippe Treatment Center**

Departments: Behavioral Health

Proposed one year contract with Anne Sippe Treatment Center for the provision of transitional social rehabilitation services in an amount not to exceed \$71,537 per year.

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

**Fiscal Impact:** There is no fiscal impact to the Mono County General Fund. The annual amount of this contract is \$71,537.00 This will be paid through our Mental Health Fund and has been budgeted.

**I. Delta Wireless Contract Renewal**

Departments: Information Technology

Proposed contract renewal with Delta Wireless for the provision of Radio System Support, Service, and Training.

**Recommended Action:** Authorize the County Administrative Officer to sign Delta Wireless Contract for the provision of radio system support and service on an as-needed basis through June 30, 2018.

**Fiscal Impact:** Up to \$250,000 which is expected in the FY 2017-2018 adopted Radio Department budget.

**J. Resolution for Mono Arts Council Grant Application**

Departments: Board of Supervisors

Proposed Resolution Designating Mono Council for the Arts as the Local Partner for the California Arts Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2017-18 SLPP Grant Application.

**Recommended Action:** Approve Resolution #R17-\_\_\_\_\_, Designating Mono Council for the Arts as the Local Partner for the California Arts Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2017-18 SLPP Grant Application.

**Fiscal Impact:** None.

**K. Letter of Opposition AB 1250**

Departments: CAO

Letter establishing Mono County opposition to AB 1250.

**Recommended Action:** Authorize Chair to sign and send letter establishing Mono County opposition to AB 1250.

**Fiscal Impact:** None.

**8. CORRESPONDENCE RECEIVED - NONE**

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

**9. REGULAR AGENDA - MORNING**

**A. Fish and Game Fine Fund Expenditure - Caltrout Mammoth Creek Study**

Departments: Economic Development

20 minutes (15 minute presentation; 5 minute discussion)

(Mark Drew - Director, Sierra Headwaters Program, California Trout) - Presentation by California Trout on the Mammoth Creek Study, and recommendation by the Mono County Fish and Wildlife Commission at the April 5, 2017 regular meeting to allocate funding from the Fish and Game Fine Fund to support the completion and analysis of the survey study. Scientific fish and wildlife research is a permissible use of the Fish and Game Fine Fund money per the Fish and Game Code Section 13103 article (i).

**Recommended Action:** The Board receive the CalTrout presentation, consider, and approve the recommendation by the Mono County Fish and Wildlife Commission to allocate \$1,000 from the Fish & Game Fine Fund to support the CalTrout Mammoth Creek Study and authorize an increase of appropriations by \$1,000 to be funded from the carryover balance. Requires 4/5th vote.

**Fiscal Impact:** Mono County receives roughly \$7,500 on an annual basis from the California Department of Fish and Wildlife. Currently \$11,401 has been budgeted for the 16-17 fiscal year with an additional \$4,000 available in the cash balance. A \$3,500 contract with Eastern Sierra Wildlife Care and \$7,901 for fish stocking are the only expenditures this fiscal year. If approved, the \$1,000 expenditure would be funded from the cash balance. This would result in the remaining available budgeted balance in this account to \$0.00 and bring the remaining cash balance to \$3,000.

**B. Mutual Aid Agreement with County Fire Districts**

Departments: Emergency Medical Services

10 minutes (5 minute presentation; 5 minute discussion)

(Chief Bob Rooks) - Mutual Aid agreement between the 11 County Fire Districts and Mono County.

**Recommended Action:** Authorize the Chief of EMS to sign the Mutual Aid Agreement between Antelope Valley, Bridgeport, Mono City, Lee Vining, June Lake, Mammoth Lakes, Long Valley, Wheeler Crest, Paradise, Chalfant Valley and White Mountain Fire Districts and the Mono County Paramedics.

**Fiscal Impact:** None.

**C. Solid Waste Update and Parcel Fee Program Renewal**

Departments: Public Works, Solid Waste

30 minutes (15 minute presentation; 15 minute discussion)

(Tony Dublino, Acting Solid Waste Superintendent) - Receive update on Solid Waste program. Adopt Proposed Resolution.

**Recommended Action:** Adopt proposed resolution #R17-\_\_\_, Extending and re-establishing the Mono County Solid Waste Fee Program for fiscal year 2017-2018. Provide any desired direction to staff.

**Fiscal Impact:** Approximately \$800,000 in revenue to the Solid Waste Enterprise Fund.

**D. Fiscal Year 2017-18 Recommended Budget**

Departments: Finance

30 minutes (15 minute presentation; 15 minute discussion)

(Janet Dutcher) - Adopt a resolution approving the attached recommended budget as the temporary budget for Fiscal Year 2017-18 until the final budget is adopted.

**Recommended Action:** Adopt proposed resolution #R17-\_\_\_\_, approving the recommended budget for Fiscal Year 2017-18. Provide any desired direction to staff.

**Fiscal Impact:** The total fiscal impact is \$62,670,391, including \$35,843,017 of General Fund and \$26,827,374 of Non-General Fund expenditures.

**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): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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.

**12. REGULAR AGENDA - AFTERNOON**

**A. Proposed Resolution Adopting Fee Schedule for Emergency Medical Services**

Departments: Paramedics

PUBLIC HEARING - 1:00 p.m. (30 minutes)

(Chief Bob Rooks) - Proposed resolution adopting emergency medical services fee schedule for fiscal year 2017-2018.

**Recommended Action:** Adopt proposed resolution #R17-\_\_\_, adopting fee

schedule for Emergency Medical Services for Fiscal Year 2017-2018. Provide any desired direction to staff.

**Fiscal Impact:** Except for the "no transport fee" , this fee schedule provides for a 5% increase over the FY 2014/15 fees, for a potential increase of \$50,000 in billing revenue. The Department's recommendation to eliminate the "no transport fee" does not adversely impact annual billing revenue.

**B. Conway Ranch Update**

Departments: Public Works, Facilities

1:30 p.m. - 1 hour (15 minute presentation; 45 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino regarding current operations at Conway Ranch, and future opportunities and amendment of Memorandum of Understanding (MOU) with Caltrans to extend date for implementation of Phase II activities on Conway Ranch (i.e., inclusion of the eight remaining residential lots in conservation easement.)

**Recommended Action:** 1. Approve and authorize chair to sign amendment to MOU. 2. Consider update and future management options, direct staff to identify willing buyers of Conway Ranch, return to Board with available options by October 2017.

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

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2017

**Departments: Economic Development**

**TIME REQUIRED**

**SUBJECT** Mono County Fish and Wildlife  
Commission Appointments

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

On April 1, 2017 the appointments of Don Morton, Sue Burak, Gaye Mueller and Gary Jones to the Mono County Fish and Wildlife Commission expired. A Notice of Vacancy was published in local newspapers during the month of May, resulting in no new applications. All four commissioners wish to remain on the commission and be re-appointed for a new four year term.

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### RECOMMENDED ACTION:

The Board consider and reappoint Don Morton, Sue Burak, Gaye Mueller, and Gary Jones to the Mono County Fish and Wildlife Commission for a four-year term beginning July 1, 2017 and ending June 30, 2021.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Jeff Simpson

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

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Staff Report](#)

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### History

Time	Who	Approval
6/14/2017 8:53 AM	County Administrative Office	Yes

6/12/2017 2:51 PM

County Counsel

Yes

6/13/2017 4:20 PM

Finance

Yes



# MONO COUNTY

## ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

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P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-1743 • (760) 924-1701 (Fax)

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

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

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### STAFF REPORT

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**SUBJECT:** Mono County Fish and Wildlife Commission Appointments

**RECOMMENDATION:** The Board consider and reappoint Don Morton, Sue Burak, Gaye Mueller, and Gary Jones to a 4 year term on the Mono County Fish and Wildlife Commission starting July 1, 2017 and ending June 30, 2021.

**BACKGROUND:** On April 1, 2017 the appointments of Don Morton, Sue Burak, Gaye Mueller and Gary Jones to the Mono County Fish and Wildlife Commission expired. A Notice of Vacancy was published in local newspapers during the month of May, resulting in no new applications. All four commissioners wish to remain on the commission and be re-appointed for a new four year term.

**DISCUSSION:** Mr. Morton, Mr. Jones, Ms. Burak and Ms. Mueller have all be excellent contributors to the Mono County Fish and Wildlife Commission and will be excellent stewards for Mono County in the future.

**FISCAL IMPACT:** None.



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2017

**Departments: County Counsel**

**TIME REQUIRED**

**SUBJECT**

Proposed Resolution Approving  
Conflict of Interest Codes for June  
Lake Fire Protection District,  
Mammoth Lakes Fire Protection  
District, Mono County Office of  
Education, Mono County Library,  
Child Abuse Prevention Council, and  
Mammoth Unified School District

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### **AGENDA DESCRIPTION:**

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

Request for Board approval of amended conflict of interest codes for the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District.

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### **RECOMMENDED ACTION:**

Approve Resolution #R17-\_\_\_, Approve amended conflict of interest codes for the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District. Provide any desired direction to staff.

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### **FISCAL IMPACT:**

None

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**CONTACT NAME:** Anne Larsen

**PHONE/EMAIL:** 760 924-1707 / [alarsen@mono.ca.gov](mailto:alarsen@mono.ca.gov)

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

**SEND COPIES TO:**

[ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

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### **MINUTE ORDER REQUESTED:**

YES  NO

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### **ATTACHMENTS:**

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Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Amended CIC- June Lake FPD</a>
<a href="#">Amended CIC Mammoth USD</a>
<a href="#">Amended CIC MLFPD</a>
<a href="#">Amended CIC - Mono County Office of Education</a>
<a href="#">Amended CIC Mono County Library</a>
<a href="#">Amended CIC CAPC</a>

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### History

Time	Who	Approval
6/14/2017 8:39 AM	County Administrative Office	Yes
6/14/2017 12:59 PM	County Counsel	Yes
6/14/2017 2:06 PM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputy County Counsel**  
Anne M. Larsen

**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

**Paralegal**  
Jenny Senior

To: Honorable Board of Supervisors

From: Anne M. Larsen

Date: June 20, 2017

Re: Approval of Amended Conflict of Interest Codes for June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District

**Recommended Action**

1. Consider and approve amended conflict of interest codes submitted by June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District.
2. Provide any desired direction to staff.

**Strategic Plan Focus Area(s) Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Fiscal Impact**

No direct fiscal impact.

**Discussion**

**A. Overview**

With respect to agency conflict of interest codes required under the Political Reform Act, the Mono County Board of Supervisors is the "code-reviewing body" for many local government agencies located within Mono County. (See

*Gov. Code* § 82011.) In this item, we submit proposed amended codes for the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District.

In general, the required contents of a conflict of interest code are addressed at *Government Code* section 87302. The Political Reform Act provides as follows:

“No Conflict of Interest Code or amendment shall be approved by the code reviewing body... if it:

- (a) Fails to provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;
- (b) Fails to provide to each affected person a clear and specific statement of his duties under the Code; or
- (c) Fails to adequately differentiate between designated employees with different powers and responsibilities.”

(*Gov. Code* § 87309.)

Further, “[e]ach agency shall submit a proposed conflict of interest code to the code reviewing body by the deadline established for the agency by the code reviewing body.” (*Gov. Code* § 87303.) Within 90 days of receipt of proposed amendments or revisions to a local government agency’s code, the code-reviewing body may approve the proposed code as submitted; revise the proposed code and approve it as revised; or return the proposed code to the agency for revision and resubmission within 60 days.” (*Id.*)

## **B. Proposed Amended Conflict of Interest Codes**

I reviewed the proposed amended conflict of interest codes submitted by the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District, and it is my opinion that the proposed amendments comply with the Political Reform Act. Therefore, it is my recommendation that your Board approve the proposed codes as submitted.

I look forward to speaking with your Board and answering any questions at your June 20, 2017, meeting. If you have any questions on this matter prior to your meeting, please call me at (760) 924-1707.



R17-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AMENDED CONFLICT-OF-INTEREST CODES FOR THE JUNE LAKE FIRE PROTECTION DISTRICT, MAMMOTH LAKES FIRE PROTECTION DISTRICT, MONO COUNTY OFFICE OF EDUCATION, MONO COUNTY LIBRARY, CHILD ABUSE PREVENTION COUNCIL AND MAMMOTH UNIFIED SCHOOL DISTRICT**

**WHEREAS**, the Mono County Board of Supervisors finds that revisions to the conflict of interest codes of the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council and Mammoth Unified School District are necessary;

**WHEREAS**, the Mono County Board of Supervisors finds that amended conflict of interest codes were adopted by the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council and Mammoth Unified School District, which are collectively included in the Exhibit to this Resolution;

**WHEREAS**, the Mono County Board of Supervisors has reviewed the amended conflict of interest codes adopted by the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council and Mammoth Unified School District included in the Exhibit to this Resolution;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that:

It hereby approves the amended conflict of interest codes of the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council and Mammoth Unified School District included in the Exhibit to this Resolution.

**PASSED, APPROVED and ADOPTED** this 20th day of June 2017, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

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**RESOLUTION NO. R17-01**

**RESOLUTION OF THE JUNE LAKE FIRE PROTECTION DISTRICT  
AMENDING ITS CONFLICT-OF-INTEREST CODE**

**WHEREAS**, the June Lake Fire Protection District finds that revisions to its conflict-of-interest code are necessary; and

**WHEREAS**, the June Lake Fire Protection District further finds that the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

**WHEREAS**, the June Lake Fire Protection District has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the June Lake Fire Protection District that its Conflict-of-Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference, subject to approval by the Mono County Board of Supervisors.

**APPROVED AND ADOPTED** this 14 day of March, 2017, by the following vote:

AYES : 3  
NOES : 0  
ABSTAIN : 0  
ABSENT : 2



**President, Board of Directors  
June Lake Fire Protection District**

APPROVED AS TO FORM:



**LEGAL COUNSEL**

ATTEST: Debra A Feiner  
**SECRETARY**

1 EXHIBIT

2 CONFLICT OF INTEREST CODE  
3 OF THE JUNE LAKE FIRE PROTECTION DISTRICT  
4

5 SECTION 1: Conflict-of-Interest Code – Adopted

6 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),  
7 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The  
8 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that  
9 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by  
10 reference, and may be amended by the Fair Political Practices Commission after public notice and  
11 hearings to conform to amendments of the Political Reform Act.

12 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the  
13 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached  
14 Appendix A in which officials and/or employees are designated and Appendix B in which disclosure  
15 categories are set forth, constitute the conflict-of-interest code of the June Lake Fire Protection  
16 District, which is considered the “agency” within the purview of this code. The conflict-of-interest  
17 code of the June Lake Fire Protection District so adopted supersedes any conflict-of-interest code of  
18 the June Lake Fire Protection District previously in effect.

19 SECTION 2: Statements of Economic Interest: Filing Officer

20 Designated employees and/or personnel shall file Statements of Economic Interest with the  
21 Secretary of the June Lake Fire Protection District who shall be and perform the duties of the Filing  
22 Officer for the June Lake Fire Protection District,  
23  
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1 EXHIBIT

2 CONFLICT OF INTEREST CODE  
3 OF THE JUNE LAKE FIRE PROTECTION DISTRICT  
4 APPENDIX A

5 LIST OF DESIGNATED EMPLOYEES / PERSONNEL

6	<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
7	Chief	1
8	Assistant Chief	1
9	Grant Secretary	1
10	Secretary to the Board	1
11	Legal Counsel	1*
12	Consultant	1*
13	Bookkeeper/Secretary	2
14	Training Officer	2

15 \* June Lake Fire Protection District’s Legal Counsel may determine in writing that a particular  
16 consultant, although a “designated employee,” is hired to perform a range of duties that are limited in  
17 scope and thus is not required fully to comply with disclosure requirements described in this Exhibit.  
18 Such written determination shall include a description of the consultant’s duties and, based upon that  
19 description, a statement of the extent of disclosure requirements. June Lake Fire Protection District’s  
20 Legal Counsel’s determination is a public record and shall be retained for public inspection in the same  
21 manner and location as this conflict-of-interest code.

22 **NOTE:** The position of Member of the Board of Directors of the June Lake Fire Protection District is  
23 not designated within this Code, because it is classified as “other public officials who manage public  
24 investments” pursuant to *Government Code* section 87200 and 2 Cal. Code Regs. section 18700.3,  
25 subd. (b). Individuals occupying this position (and candidates for it) must file disclosure statements  
26 pursuant to *Government Code* section 87200, *et seq.* **Members of the Board of Directors of the June  
27 Lake Fire Protection District should file original disclosure statements with its Filing Officer,  
28 who shall make and retain a copy and forward the original to the Clerk of the Mono County  
Board of Supervisors. (See Gov. Code § 87500, subd. (k).)**

29 JOB TITLE DEFINITIONS

30 “Legal Counsel” means the Mono County Counsel and/or any of his or her assistants or  
31 deputies who renders legal advice or serves as legal counsel to the June Lake Fire Department; and/or  
32 such other legal counsel as the June Lake Fire Protection District may choose to utilize.

33 “Consultant” means any individual or entity meeting the definition of consultant promulgated  
34 in the regulations of the Fair Political Practices Commission.

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**EXHIBIT**  
**CONFLICT OF INTEREST CODE**  
**OF THE JUNE LAKE FIRE PROTECTION DISTRICT**

**APPENDIX B**

LIST OF DISCLOSURE CATEGORIES

DISCLOSURE CATEGORIES

1. All reportable investments, business positions, income and interests in real property.
  
2. Reportable investments in, business positions in, and income from entities providing supplies, services, or equipment of the type used by the designated employee's agency, board, commission or office.

**Resolution #16-10**  
**MAMMOTH UNIFIED SCHOOL DISTRICT**  
**Conflict of Interest Code**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Mammoth Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Mammoth Unified School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Mammoth Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

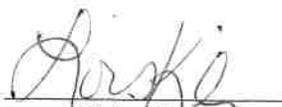
PASSED AND ADOPTED THIS 23rd day of March, 2017 at a meeting, by the following vote:

AYES: CAMPBELL, FARRELL, GUZMAN, STAPP, STAVLO

NOES: NONE

ABSENT: NONE

Attest:

  
\_\_\_\_\_  
Lois Klein, Secretary

**Board of Education  
Conflict of Interest Code of the  
Mammoth Unified School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

**APPENDIX**

Disclosure Categories

\*\*\*Note: The following list must be modified to reflect the specific disclosure categories in the district.\*\*\*

1. Category 1: A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

\*\*\*Note: Item #3 below is for use only by districts in which the Board and Superintendent "manage public investments." All other districts must delete item #3.\*\*\*

\*\*\*Note: Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.\*\*\*

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

#### Designated Positions

\*\*\*Note: The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."\*\*\*

#### Designated Position and Disclosure Category

Governing Board Members	1 & 3
Superintendent	1 & 3
Chief Business Officer	1 & 3
Principals	2
Maintenance and Operations Director	2

## Disclosures for Consultants

\*\*\*Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.\*\*\*

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)



RESOLUTION 2017- 01

A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF THE  
MAMMOTH LAKES FIRE PROTECTION DISTRICT  
ADOPTING A CONFLICT-OF-INTEREST CODE

WHEREAS, the California Political Reform Act (Government Code section 81000, et. seq.; the "Act) requires that each public agency in California adopt and maintain a conflict of interest code that conforms to the provisions of the Act; and,

WHEREAS, this Board has determined that the most expedient way to assure conformance with the provisions of the Act is to adopt a new conflict-of-interest code; and,

WHEREAS, this Board has reviewed the proposed conflict-of-interest code attached to this resolution, including the exhibits incorporated therein.

NOW THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of the Mammoth Lakes Fire Protection District [the "District"] that its conflicts of interest code are hereby amended in its entirety to read as set forth in the attachment hereto and incorporated herein by this reference, subject to approval by the Mono County Board of Supervisors.

APPROVED AND ADOPTED this 16 day of May, 2017, by the following vote:

AYES: David Wahl, Carole Schiltz, Bret Bihler, Roger Curry, John Mendel

NOES: 0

ABSTAIN: 0

ABSENT: 0

  
Charles Wahl, Chairman, Board of Fire Commissioners  
David

  
Attest: Frank J. Frievalt, Fire Chief



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**ATTACHMENT TO RESOLUTION 2017- 01  
OF THE BOARD OF FIRE COMMISSIONERS OF THE  
MAMMOTH LAKES FIRE PROTECTION DISTRICT**

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**THE CONFLICT OF INTEREST CODE  
OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT**

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SECTION 1: Adoption of Conflict of Interest Code

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The Political Reform Act (Government Code sections 81000, et. seq.) requires state and local government agencies to adopt and enforce conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation [2 Cal. Code Regs. section 18730] that contains the terms of a standard conflict of interest code. This standard code can be adopted by these agencies by reference, and it may be amended by the Fair Political Practices Commission after public notice and hearings to conform to any subsequent amendments of the Act.

The terms of the aforesaid regulation and any amendments to it adopted by the Fair Political Practices Commission, together with attached Exhibit A (List of Designated Employees/Personnel) and attached Exhibit B (List of Disclosure Categories), are hereby incorporated by this reference into the conflict of interest code of the Mammoth Lakes Fire Protection District {"District"} which is considered the "agency" within the purview of this code. This conflict of interest code supersedes any such code previously in effect.

SECTION 2: Statements of Economic Interest: Filing Officer

Designated employees and/or personnel shall file Statements of Economic Interest with the secretary of the District, who shall be and shall perform the duties of the filing officer for the District,

1 EXHIBIT A

2 LIST OF DESIGNATED EMPLOYEES / PERSONNEL

3

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
4 Fire Chief	2
5 Assistant Fire Chief	2
6 Legal Counsel	1
7 Consultant	1*

8 \* The District’s legal counsel may determine in writing that a particular consultant, although a  
9 “designated employee,” is hired to perform a range of duties that are limited in scope and thus is  
10 not required fully to comply with disclosure requirements described in this Exhibit. Such written  
11 determination shall include a description of the consultant’s duties and, based upon that  
12 description, a statement of the extent of disclosure requirements. The legal counsel’s  
13 determination is a public record and shall be retained for public inspection in the same manner  
14 and location as this conflict of interest code.

13 **NOTE:** The position of member of the Board of Fire Commissioners of the Mammoth Lakes Fire  
14 Protection District is not designated within this code because it is classified as “other public  
15 officials who manage public investments” pursuant to Government Code section 87200 and 2 Cal.  
16 Code Regs. section 18700.3, subd. (b). Individuals occupying this position (and candidates for it)  
17 must file disclosure statements pursuant to Government Code section 87200, *et seq.* **Members of  
18 the Board of Fire Commissioners of the Mammoth Lakes Fire Protection District should file  
19 original disclosure statements with the District’s filing officer, who shall make and retain a  
20 copy and forward the original to the clerk of the Mono County Board of Supervisors.** (See  
21 Government Code section 87500, subd. (k).)

19 JOB TITLE DEFINITIONS

20 “Legal Counsel” means the attorney or law firm retained by the District to provide legal  
21 advice or serve as legal counsel to the District.

22 “Consultant” means any individual or entity meeting the definition of consultant as defined  
23 in regulations of the Fair Political Practices Commission.

**EXHIBIT B**

**LIST OF DISCLOSURE CATEGORIES**

Category 1: All reportable investments, business positions, income and interests in real property.

Category 2: Reportable investments in, business positions in, and income from entities providing supplies, services, or equipment of the type used by the designated employee's agency, board, commission or office.

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RESOLUTION NO. R17-02

RESOLUTION OF THE MONO COUNTY OFFICE OF EDUCATION  
AMENDING ITS CONFLICT-OF-INTEREST CODE

WHEREAS, the Mono County Office of Education finds that revisions to its conflict-of-interest code are necessary; and

WHEREAS, the Mono County Office of Education further finds that the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

WHEREAS, the Mono County Office of Education has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Office of Education that its Conflict-of-Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference, subject to approval by the Mono County Board of Supervisors.

APPROVED AND ADOPTED this 25th day of May 2017, by the following vote:

AYES : 5  
NOES : 0  
ABSTAIN : 0  
ABSENT : 0

Kathy Mandichak  
Kathy Mandichak  
President, Board of Trustees  
Mono County Office of Education

APPROVED AS TO FORM:

ATTEST: [Signature]  
SECRETARY

[Signature]  
LEGAL COUNSEL

1 EXHIBIT

2 CONFLICT-OF-INTEREST CODE  
3 OF THE MONO COUNTY OFFICE OF EDUCATION  
4

5 SECTION 1: Conflict-of-Interest Code – Adopted

6 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),  
7 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The  
8 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that  
9 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by  
reference, and may be amended by the Fair Political Practices Commission after public notice and  
hearings to conform to amendments of the Political Reform Act.

10 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the  
11 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached  
12 Appendix A in which officials and/or employees are designated and Appendix B in which disclosure  
13 categories are set forth, constitute the conflict-of-interest code of the Mono County Office of  
Education, which is considered the “agency” within the purview of this code. The conflict-of-interest  
code of the Mono County of Education so adopted supersedes any conflict-of-interest code of the  
Mono County Office of Education previously in effect.

14 SECTION 2: Statements of Economic Interest: Filing Officer

15 Designated employees and/or personnel shall file Statements of Economic Interest with the  
16 Secretary of the Mono County Office of Education who shall be and perform the duties of the Filing  
17 Officer for the Mono County Office of Education.  
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1 EXHIBIT  
2 CONFLICT-OF-INTEREST CODE  
3 OF THE MONO COUNTY OFFICE OF EDUCATION  
4 APPENDIX A

5 LIST OF DESIGNATED EMPLOYEES / PERSONNEL

6	<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
7	Superintendent	1
8	Deputy Superintendent	1
9	Assistant Superintendent of Student Services	2
10	Chief Business Officer	1
11	Chief Technology Officer	2
12	Legal Counsel	1
13	Consultant	1*

14 \* The Mono County Office of Education's Legal Counsel may determine in writing that a particular  
15 consultant, although a "designated employee," is hired to perform a range of duties that are limited in  
16 scope and thus is not required fully to comply with disclosure requirements described in this Exhibit.  
17 Such written determination shall include a description of the consultant's duties and, based upon that  
18 description, a statement of the extent of disclosure requirements. The Mono County Office of  
19 Education's Legal Counsel's determination is a public record and shall be retained for public  
20 inspection in the same manner and location as this conflict-of-interest code.

21 **NOTE:** The position of Member of the Board of Trustees of the Mono County Office of Education is  
22 not designated within this Code, because it is classified as "other public officials who manage public  
23 investments" pursuant to *Government Code* section 87200 and 2 Cal. Code Regs. section 18700.3,  
24 subd. (b). Individuals occupying this position (and candidates for it) must file disclosure statements  
25 pursuant to *Government Code* section 87200, *et seq.* **Members of the Board of Trustees of the Mono  
26 County Office of Education should file original disclosure statements with the Mono County  
27 Office of Education's Filing Officer, who shall make and retain copies and forward the original  
28 disclosure statements to the Clerk of the Mono County Board of Supervisors. (See Gov. Code §  
87500, subd. (k).)**

22 JOB TITLE DEFINITIONS

24 "Legal Counsel" means the Mono County Counsel and/or any of his or her assistants or  
25 deputies who renders legal advice or serves as legal counsel to the Mono County Office of Education  
26 and/or such other legal counsel as the Mono County Office of Education may choose to utilize.

26 "Consultant" means any individual or entity meeting the definition of consultant promulgated  
27 in the regulations of the Fair Political Practices Commission.  
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RESOLUTION NO. R17- 03

**RESOLUTION OF THE MONO COUNTY LIBRARY  
AMENDING ITS CONFLICT-OF-INTEREST CODE**

**WHEREAS**, the Mono County Library finds that revisions to its conflict-of-interest code are necessary; and

**WHEREAS**, the Mono County Library further finds that the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

**WHEREAS**, the Mono County Library has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Library that its Conflict-of-Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference, subject to approval by the Mono County Board of Supervisors.

**APPROVED AND ADOPTED** this 25th day of May 2017, by the following vote:

AYES : 5  
NOES : 0  
ABSTAIN : 0  
ABSENT : 0

Kathy Mandichak  
Kathy Mandichak  
President, Board of Trustees  
Mono County Library

APPROVED AS TO FORM:

ATTEST: [Signature]  
SECRETARY

[Signature]  
LEGAL COUNSEL

1 **EXHIBIT**

2 **CONFLICT-OF-INTEREST CODE**  
3 **OF THE MONO COUNTY LIBRARY**

4  
5 SECTION 1: Conflict-of-Interest Code – Adopted

6 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),  
7 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The  
8 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that  
9 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by  
10 reference, and may be amended by the Fair Political Practices Commission after public notice and  
11 hearings to conform to amendments of the Political Reform Act.

12 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the  
13 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached  
14 Appendix A in which officials and/or employees are designated and Appendix B in which disclosure  
15 categories are set forth, constitute the conflict-of-interest code of the Mono County Library, which is  
16 considered the “agency” within the purview of this code. The conflict-of-interest code of the Mono  
17 County of Education so adopted supersedes any conflict-of-interest code of the Mono County Library  
18 previously in effect.

19 SECTION 2: Statements of Economic Interest: Filing Officer

20 Designated employees and/or personnel shall file Statements of Economic Interest with the  
21 Secretary of the Mono County Library who shall be and perform the duties of the Filing Officer for the  
22 Mono County Library.  
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1 EXHIBIT

2 CONFLICT-OF-INTEREST CODE  
3 OF THE MONO COUNTY LIBRARY  
4 APPENDIX A

5 LIST OF DESIGNATED EMPLOYEES / PERSONNEL

6 <u>JOB TITLE</u>	7 <u>DISCLOSURE CATEGORY</u>
8 Executive Director	1
9 Director of Libraries	1
10 Legal Counsel	1
11 Consultant	1*

12 \* The Mono County Library's Legal Counsel may determine in writing that a particular consultant,  
13 although a "designated employee," is hired to perform a range of duties that are limited in scope and  
14 thus is not required fully to comply with disclosure requirements described in this Exhibit. Such  
15 written determination shall include a description of the consultant's duties and, based upon that  
16 description, a statement of the extent of disclosure requirements. The Mono County Library's Legal  
17 Counsel's determination is a public record and shall be retained for public inspection in the same  
18 manner and location as this conflict-of-interest code.

19 **NOTE:** The position of Member of the Board of Trustees of the Mono County Library is not  
20 designated within this Code, because it is classified as "other public officials who manage public  
21 investments" pursuant to *Government Code* section 87200 and 2 Cal. Code Regs. section 18700.3,  
22 subd. (b). Individuals occupying this position (and candidates for it) must file disclosure statements  
23 pursuant to *Government Code* section 87200, *et seq.* **Members of the Board of Trustees of the Mono  
24 County Library should file original disclosure statements with the Mono County Library's Filing  
25 Officer, who shall make and retain copies and forward the original disclosure statements to the  
26 Clerk of the Mono County Board of Supervisors. (See Gov. Code § 87500, subd. (k).)**

27 JOB TITLE DEFINITIONS

28 "Legal Counsel" means the Mono County Counsel and/or any of his or her assistants or  
deputies who renders legal advice or serves as legal counsel to the Mono County Library and/or such  
other legal counsel as the Mono County Library may choose to utilize.

"Consultant" means any individual or entity meeting the definition of consultant promulgated  
in the regulations of the Fair Political Practices Commission.

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**EXHIBIT**  
**CONFLICT-OF-INTEREST CODE**  
**OF THE MONO COUNTY LIBRARY**

**APPENDIX B**

LIST OF DISCLOSURE CATEGORIES

DISCLOSURE CATEGORIES

1. All reportable investments, business positions, income and interests in real property.

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RESOLUTION NO. R17-\_\_

**RESOLUTION OF THE CHILD ABUSE PREVENTION COUNCIL  
AMENDING ITS CONFLICT-OF-INTEREST CODE**

**WHEREAS**, the Child Abuse Prevention Council finds that revisions to its conflict-of-interest code are necessary; and

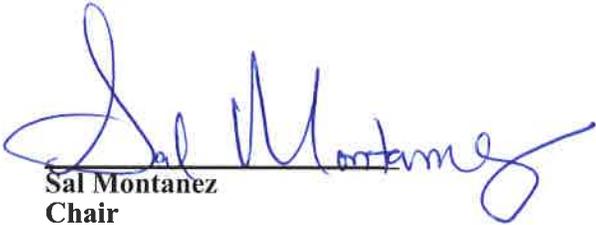
**WHEREAS**, the Child Abuse Prevention Council further finds that the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

**WHEREAS**, the Child Abuse Prevention Council has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Child Abuse Prevention Council that its Conflict-of-Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference, subject to approval by the Mono County Board of Supervisors.

**APPROVED AND ADOPTED** this \_\_\_\_ day of June 2017, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

  
\_\_\_\_\_  
Sal Montanez  
Chair  
Child Abuse Prevention Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LEGAL COUNSEL

ATTEST: \_\_\_\_\_  
SECRETARY

1 **EXHIBIT**

2 **CONFLICT OF INTEREST CODE**  
3 **OF THE CHILD ABUSE PREVENTION COUNCIL**

4  
5 SECTION 1: Conflict-of-Interest Code – Adopted

6 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),  
7 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The  
8 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that  
9 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by  
10 reference, and may be amended by the Fair Political Practices Commission after public notice and  
11 hearings to conform to amendments of the Political Reform Act.

12 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the  
13 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached  
14 Appendix A in which officials and/or employees are designated and Appendix B in which disclosure  
15 categories are set forth, constitute the conflict-of-interest code of the Child Abuse Prevention Council,  
16 which is considered the “agency” within the purview of this code. The conflict-of-interest code of the  
17 Child Abuse Prevention Council so adopted supersedes any conflict-of-interest code of the Child  
18 Abuse Prevention Council previously in effect.

19 SECTION 2: Statements of Economic Interest: Filing Officer

20 Designated employees and/or personnel shall file Statements of Economic Interest with the  
21 Secretary of the Child Abuse Prevention Council who shall be and perform the duties of the Filing  
22 Officer for the Child Abuse Prevention Council,  
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**EXHIBIT**  
**CONFLICT OF INTEREST CODE**  
**OF THE CHILD ABUSE PREVENTION COUNCIL**  
**APPENDIX A**

LIST OF DESIGNATED EMPLOYEES / PERSONNEL

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
Coordinator	1
Legal Counsel	1
Consultant	1*

\* Child Abuse Prevention Council's Legal Counsel may determine in writing that a particular consultant, although a "designated employee," is hired to perform a range of duties that are limited in scope and thus is not required fully to comply with disclosure requirements described in this Exhibit. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. Child Abuse Prevention Council's Legal Counsel's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code.

**NOTE:** The position of Member of the Board of Directors of the Child Abuse Prevention Council is not designated within this Code, because it is classified as "other public officials who manage public investments" pursuant to *Government Code* section 87200 and 2 Cal. Code Regs. section 18700.3, subd. (b). Individuals occupying this position (and candidates for it) must file disclosure statements pursuant to *Government Code* section 87200, *et seq.* **Members of the Board of Directors of the Child Abuse Prevention Council should file original disclosure statements with the Council's Filing Officer, who shall make and retain a copy and forward the original to the Clerk of the Mono County Board of Supervisors.** (*See Gov. Code* § 87500, subd. (k).)

JOB TITLE DEFINITIONS

"Legal Counsel" means the Mono County Counsel and/or any of his or her assistants or deputies who renders legal advice or serves as legal counsel to the Child Abuse Prevention Council; and/or such other legal counsel as the Child Abuse Prevention Council may choose to utilize.

"Consultant" means any individual or entity meeting the definition of consultant promulgated in the regulations of the Fair Political Practices Commission.

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**EXHIBIT**  
**CONFLICT OF INTEREST CODE**  
**OF THE CHILD ABUSE PREVENTION COUNCIL**

**APPENDIX B**

LIST OF DISCLOSURE CATEGORIES

DISCLOSURE CATEGORIES

1. All reportable investments, business positions, income and interests in real property.



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2017

**Departments: Public Works - Road**

**TIME REQUIRED**

**SUBJECT** Road Closure for Town of Mammoth  
Lakes' 4th of July

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### **AGENDA DESCRIPTION:**

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

The Town of Mammoth Lakes is requesting temporary closure of a county road for their annual Fourth of July Fireworks celebration. This road closure will be to support traffic control at the Highway 203/395 turn off for people returning to Mammoth from the Crowley Lake Fireworks display. This item is sponsored by Mono County Supervisor Fred Stump.

---

### **RECOMMENDED ACTION:**

Approve Resolution #R17-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads for the Town of Mammoth Lakes Fourth of July Fireworks Celebration." Provide any desired direction to staff.

---

### **FISCAL IMPACT:**

None.

---

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760.932.5459 / jwalters@mono.ca.gov

---

### **SEND COPIES TO:**

Stuart Brown, Town of Mammoth Lakes Parks and  
Recreation Director

---

### **MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

Click to download

[Road Closure for ToML 4th of July - BOS staff rpt](#)

[Exhibit 1 - Road Closure for ToML 2017 4th of July](#)

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/8/2017 4:29 PM	County Administrative Office	Yes
6/12/2017 2:53 PM	County Counsel	Yes
6/13/2017 4:19 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** June 20, 2017

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Jeff Walters, Public Works Director / Director of Road Operations & Fleet Services

**Subject:** Resolution for Road Closure for the Town of Mammoth Lakes 4<sup>th</sup> of July Fireworks Celebration

**Recommended Action:**

Approve Resolution #R17-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads for the Town of Mammoth Lakes Fourth of July Fireworks Celebration."

Provide any desired direction to staff.

**Fiscal Impact:**

None

**Discussion:**

This item is sponsored by Mono County Supervisor Fred Stump.

The Town of Mammoth Lakes is requesting temporary closure of a county road for their annual Fourth of July Fireworks celebration. This road closure will be to support traffic control at the Highway 203/395 turn off for people returning to Mammoth from the Crowley Lake Fireworks display.

A copy of the resolution is attached as Exhibit 1.

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

Respectfully submitted,

Jeff Walters  
Public Works Director / Director of Road Operations & Fleet Services



**RESOLUTION NO. R17-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS  
FOR THE TOWN OF MAMMOTH LAKES FOURTH OF JULY FIREWORKS  
CELEBRATION**

**WHEREAS**, the Town of Mammoth Lakes has requested the temporary closure and use of certain County roads for the purpose of providing the Town of Mammoth Lakes Fourth of July Fireworks Spectacular at Crowley Lake; and

**WHEREAS**, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

**WHEREAS**, through the years The Town of Mammoth Lakes Annual Fourth of July celebration at Crowley Lake has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the following County road shall be temporarily closed and the use thereof granted to the Town of Mammoth Lakes for its Fourth of July Fireworks Spectacular at Crowley Lake, at times and dates listed below:

1. Sherwin Creek Road, with access from the junction of Hwy 395 northbound to the junction of Substation Road (the "old highway") from 9:00 p.m. Tuesday, July 4, 2017 until 11:00 p.m. Tuesday, July 4, 2017."

**BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to work with representatives from the California Department of Transportation and the Town of Mammoth Lakes, to effectuate said road closure.

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of June, 2017, by the following vote of the Board of Supervisors, County of Mono:

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

---

Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

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Clerk of the Board

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County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2017

**Departments: Emergency Medical Services**

**TIME REQUIRED**

**SUBJECT** Ordinance to Establish the  
Department of Emergency Medical  
Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed ordinance amending the Mono County Code to add Chapter 2.62 establishing the Department of Emergency Medical Services within the County.

### RECOMMENDED ACTION:

Adopt proposed ordinance.

### FISCAL IMPACT:

None

**CONTACT NAME:** Bob Rooks

**PHONE/EMAIL:** 760-924-4632 / Brooks@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Ordinance</a>
<input type="checkbox"/> <a href="#">Attachment A</a>

### History

Time	Who	Approval
6/14/2017 9:02 AM	County Administrative Office	Yes

6/2/2017 3:10 PM

County Counsel

Yes

6/13/2017 4:11 PM

Finance

Yes

# COUNTY OF MONO

## DEPARTMENT OF EMERGENCY MEDICAL SERVICES

P.O. Box 556 | 193 Twin Lakes Rd. Bridgeport, Ca. 93517 \* (760) 924-1832 \* Mono.ca.gov/ems

June 13, 2017

**To:** Honorable Board of Supervisors  
**From:** Bob Rooks, Chief  
Emergency Medical Services

**Subject:** Establishment of Emergency Medical Services Department within Mono County

### **Recommendation**

Adopt Ordinance ORD17-xxx establishing the Department of Emergency Medical Services within the County.

### **Discussion**

In March of 2015 the Board of Supervisors approved the formation of an Ad Hoc committee made up of subject matter experts from both the public and private sectors to study and make recommendations to the Board regarding Emergency Medical Services within Mono County. On March 8, 2016, this committee presented their findings and recommendations to the Board of Supervisors. One of the recommendations regarding future operations of the system was to remove the Paramedic Program from under the Department of Public Health and create a new County Department of Emergency Medical Services.

On March 8, 2017, during the second EMS Workshop, the Board of Supervisors made the following findings:

- i. Emergency Medical Services is an essential Public Service
- ii. The County should continue to fund Emergency Medical Services while exploring options for new revenue sources.
- iii. Adopt the Model of "Existing System with Modifications"
- iv. Create a Department of Emergency Medical Services
- v. Begin the process for recruitment of an Emergency Medical Services Chief

### **Fiscal Impact**

None.

### **Strategic Plan Alignment**

2016 – 2017 Mono County Focus Areas

- § Public Safety
- § Mono: Best Place to Work



ORDINANCE NO. ORD17-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING  
THE MONO COUNTY CODE TO ADD  
CHAPTER 2.62 ESTABLISHING THE  
DEPARTMENT OF EMERGENCY MEDICAL  
SERVICES WITHIN THE COUNTY**

**WHEREAS**, in March of 2015 the Board of Supervisors established the Emergency Medical Services Ad Hoc Committee (the “EMS Ad Hoc Committee” or the “Committee”) made up of individuals with subject matter expertise and experience in the fields of emergency medical services, the provision of public services and management; and

**WHEREAS**, the EMS Ad Hoc Committee met regularly during 2015 and portions of 2016 to analyze the County’s current emergency medical services system and develop recommendations for the Board regarding future operation of the system to enhance its functioning; and

**WHEREAS**, based on the analysis and recommendations provided by the Committee, the Board of Supervisors now wishes to establish an independent Department of Emergency Medical Services within the County; and

**WHEREAS**, the establishment of a Department of Emergency Medical Services is a critical step towards attaining the Board of Supervisors’ goal of providing an EMS program that is high quality, countywide and fiscally sustainable;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** that:

[[CONTINUED ON PAGE 2]]

1           **SECTION ONE:** Chapter 2.62 is hereby added to the Mono County Code and shall read  
2 as set forth in Exhibit "A" to this Ordinance, which is attached hereto and incorporated by this  
3 reference.

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

10           **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
11 by the following vote, to wit:

12           **AYES:**  
13           **NOES:**  
14           **ABSENT:**  
15           **ABSTAIN:**

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Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

## Exhibit "A"

### Chapter 2.62 –EMERGENCY MEDICAL SERVICES DEPARTMENT

Section 2.62.010	Department Created
Section 2.62.020	Department Function
Section 2.62.030	Chief—Position Created
Section 2.62.040	Chief—Appointment

#### **2.62.010 - Department created.**

There is created the department of emergency medical services (EMS) of the county. The existing Mono County Paramedic Program shall be within the EMS department.

#### **2.62.020 – Department Function.**

The function, powers and duties of the county department of emergency medical services shall be determined and established by the county board of supervisors by resolution, ordinance or minute order, as such function, powers and duties are deemed necessary for the provision of emergency medical services within the county which are high quality, countywide and fiscally sustainable.

#### **2.62.030 – EMS Chief—Position Created.**

As officer in charge of the department of emergency medical services, the position of chief is created, and the title of the office shall be known and described as "Emergency Medical Services Chief."

#### **2.62.040 – EMS Chief—Appointment.**

The position created by [Section 2.62.030](#) shall be at-will and shall serve at the pleasure of the county administrative officer, who shall be the appointing authority.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2017

**Departments: Elections**

**TIME REQUIRED**

**SUBJECT** Proposed Contract with Dominion  
Voting Systems, Inc.

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed contract with Dominion Voting Systems, Inc. for purchase of voting equipment (hardware and software) and related services, warranty, maintenance, and software licenses.

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### RECOMMENDED ACTION:

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

---

### FISCAL IMPACT:

The fiscal impact of this contract is the one-time purchase of \$212,850 for the system which is included in the Election's rollover budget for next fiscal year and on-going annual costs of approximately \$24,000, depending on the number of elections each year, which is also included in the Election's operating budget each fiscal year.

---

**CONTACT NAME:** Anne Larsen

**PHONE/EMAIL:** 760 924-1707 / [alarsen@mono.ca.gov](mailto:alarsen@mono.ca.gov)

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Dominion Contract</a>
<input type="checkbox"/> <a href="#">Minute Order</a>

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/14/2017 8:43 AM	County Administrative Office	Yes
6/13/2017 3:46 PM	County Counsel	Yes
6/14/2017 2:43 PM	Finance	Yes



# CLERK – RECORDER – REGISTRAR COUNTY OF MONO

---

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531

*Shannon Kendall*  
*Registrar of Voters*  
(760) 932-5533  
[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

To: Honorable Board of Supervisors

From: Shannon Kendall  
Registrar of Voters

Date: June 20, 2017

## **Subject**

Proposed contract with Dominion Voting Systems, Inc.

## **Discussion**

Proposed contract with Dominion Voting Systems, Inc. for purchase of voting equipment (hardware and software) and related services, warranty, maintenance, and software licenses.

On May 2, 2017 an item was brought before the board asking for approval to purchase new elections equipment. That request was approved (see attached resolution #R17-91) and this item is to bring the new contract associated with this purchase to the board. Once this contract is approved, Dominion will then issue us a bill for the purchase of said equipment. This bill will include service, warranty, maintenance and software licenses for the first year. The contract before the board today authorizes not only this purchase, but service (and other) fees for future years.

## **Recommended Action**

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

## **Fiscal Impact**

The fiscal impact of this contract is the one-time purchase of \$212,850 for the system which is included in the Election's rollover budget for next fiscal year and on-going annual costs of approximately \$24,000, depending on the number of elections each year, which is also included in the Election's operating budget.

VOTING SYSTEM AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND MONO COUNTY, CA

This Agreement, dated this 1<sup>st</sup> day of July, 2017 (the "Effective Date"), for a voting system, licenses and related services is made by and between Mono County, CA ("Customer") and Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware ("Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, The Customer desires to purchase a voting system, licenses and related solutions; and

WHEREAS, Dominion designs, manufactures, sells and/or licenses, and provides ongoing solutions for voting systems;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and/or sell and furnish to Customer the System (as defined herein), including the products and services described more fully below:

**1. Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits:

Exhibit A: Project Configuration and Pricing Summary  
Exhibit B: Software License Agreement

**2. Definitions.** For the purposes of this Agreement, the following are defined terms:

2.1. "Acceptance" and variations thereof, mean the successful completion of the acceptance testing performed on each component of Dominion Hardware and Software, after delivery in accordance with testing criteria developed and updated by Dominion, or the occurrence of other events defined in Section 8.

2.2. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation including the following:

2.2.1. "Democracy Suite<sup>®</sup> Software," Dominion's election management software associated with the ImageCast<sup>®</sup> voting system which includes Election Event Designer and Results Tally and Reporting.

2.2.2. "ImageCast<sup>®</sup> Software," the software/firmware designed for use in the ImageCast<sup>®</sup> voting system.

- 2.3. "Dominion Hardware" means the ImageCast<sup>®</sup> system hardware as more specifically described in Exhibit A.
  - 2.4. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
  - 2.5. "License" has the meaning set forth in Section 7.
  - 2.6. "License Agreement(s)" means the Dominion Software License Agreement contained in Exhibit B.
  - 2.7. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
  - 2.8. "Third Party Software" means software, manufacturer supplied software, or firmware owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.
3. **Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until June 30, 2021, providing however, the Licenses or warranties authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions of such License or warranty.
4. **Dominion's Responsibilities.** Dominion shall:
- 4.1. Deliver the System and installation plan services as described in Exhibit A (Project Configuration and Pricing Summary).
  - 4.2. Appoint a Dominion project manager ("Dominion Project Manager") to oversee the general operations of the project. The project manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise the Customer forthwith upon the occurrence of any material change in such plans.
  - 4.3. Provide the Customer with a Dominion Software Use License as described in Exhibit B (Software License Agreement).
  - 4.4. Provide the Customer with one (1) reproducible electronic copy of the user documentation.
  - 4.5. Assist in the Acceptance Testing process as required by Section 8 herein.

4.6. Provide invoices to Customer upon Acceptance of items listed in Exhibit A and pursuant to the payment schedule described in Section 5.1 herein.

**5. Customer's Responsibilities.** Customer shall:

5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status.

5.2. Appoint a Customer project manager ("Customer Project Manager"), who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.

5.3. Conduct Acceptance testing process as required by Section 8.

5.4. Customer shall provide reasonable access and entry into all Customer property required by Dominion to provide the goods and perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.

**6. Title and Risk of Loss.**

6.1. Title to the System, Excluding All Software. Title to the System, or any portion thereof, excluding software, will pass to Customer upon delivery.

6.2. Software. Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.

6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is Accepted by Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

## **7. Software License and Use.**

- 7.1. License. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Agreement attached hereto as Exhibit B.
- 7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party License Agreements by Customer's first use of the System.

## **8. Acceptance.**

- 8.1. Dominion Software or Dominion Hardware. After delivery of Dominion Software or Dominion Hardware, the Customer will conduct acceptance testing of such units, in accordance with the acceptance criteria developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation.
- 8.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsections 8.1, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the acceptance test procedures developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.
- 8.3. System Conformance. Customer will not refuse to grant Acceptance of the System, in whole or in part, solely for the reason that it fails to conform with the specifications, requirements and functions set out in the Agreement in a manner that does not affect the performance of the System, in whole or in part, and Dominion shall provide a plan of action to cure such non-conformity with reasonable dispatch.

## **9. Warranties.**

- 9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software License Agreement.
- 9.2. Third Party Products. The warranties in this Sections 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.
- 9.3. Dominion Hardware Warranty. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent

the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance.

9.4. Dominion Hardware Warranty. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:

9.4.1. Customer shall bear the shipping costs to return the malfunctioning component of Dominion Hardware to Dominion, and Dominion shall bear the costs for standard shipping of the repaired or replaced component of Dominion Hardware to Customer.

9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;

9.4.2.2. Repair or replacement of Dominion Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;

9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

9.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**10. Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Dominion shall not be liable under this Agreement for any loss

or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

**11. Indemnification.** Each Party shall indemnify and hold harmless the other Party from third party claims arising from, or alleged to arise from, the negligence or deliberate misconduct of a Party in the course of performing under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property. In addition, Customer shall indemnify and hold harmless Dominion from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the System licensed, sold and/or leased under this Agreement, in the manner so designated by Dominion.

**12. Limitation of Liability.** Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

**13. Confidential Information.**

- 13.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 13.1. Confidential Information includes, without limitation, Dominion Software source code and associated documentation.
- 13.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.
- 13.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local law, governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court or pursuant to such law.
- 13.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

- 13.5. The parties understand and agree that Customer is a public entity that may be subject to Public Record Laws. Therefore, any covenant of confidentiality given by the Customer in this Agreement shall be governed by provisions of applicable Public Record Laws.
- 13.6. Any specific information that Dominion claims to be confidential must be clearly identified as such by the Customer. To the extent consistent with Public Record Laws, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such confidential information, Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.
- 14. Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.
- 15. Termination for Default.** In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and a providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 16. Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.
- 17. Survival.** The provisions of Sections 2, 9, 10, 11, 12, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

**18. Choice of Law.** Interpretation of this Agreement shall be governed by the laws of the Customer's State, and the courts of competent jurisdiction located in the Customer's State will have jurisdiction to hear and determine questions relating to this Agreement.

**19. Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

**20. Independent Contractor.** Dominion and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the Customer. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

**21. Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
1201 18<sup>th</sup> St., Ste. 210  
Denver, CO 80202

If to the Customer:

Mono County Clerk and Recorder  
Attn: Shannon Kendall  
PO Box 237  
Bridgeport, CA 93517

**22. Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

**23. Third-Party Beneficiary.** No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or Customer may be enforced against Dominion or Customer, as applicable, by any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**DOMINION VOTING SYSTEMS, INC.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**MONO COUNTY, CA**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

EXHIBIT A

VOTING SYSTEM AGREEMENT  
BY AND BETWEEN DOMINION VOTING  
AND MONO COUNTY, CA

**PRICING SUMMARY AND DELIVERABLES DESCRIPTION**

1. Pricing Summary - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
<b>Central Scanning Solution</b>			
ImageCast Central Kit:	2	\$ 25,000.00	\$ 50,000.00
<b>Sub-Total:</b>			\$ 50,000.00
<b>In-Person Voting Solution: Polling Location Hardware</b>			
ImageCast Evolution (ICE):	10	\$ 7,200.00	\$ 72,000.00
ImageCast Evolution Plastic Ballot Box	10	\$ 1,000.00	\$ 10,000.00
ATI Accessible Voting Kit	10	\$ 240.00	\$ 2,400.00
ICE Tech Key (Yellow)	2	\$ 25.00	\$ 50.00
ICE Memory Cards 8GB	20	\$ 100.00	\$ 2,000.00
<b>Sub-Total:</b>			\$ 86,450.00
<b>Election Management Hardware</b>			
Democracy Suite EMS Standard Server	1	\$ 16,000.00	\$ 16,000.00
EMS Client Workstation Configuration Kit	1	\$ 2,500.00	\$ 2,500.00
Adjudication Workstation Kit	1	\$ 1,900.00	\$ 1,900.00
<b>Sub-Total:</b>			\$ 20,400.00
<b>Software</b>			
Democracy Suite Light	1	\$ 8,500.00	\$ 8,500.00
ICC Adjudication Application	1	\$ 5,000.00	\$ 5,000.00
<b>Sub-Total:</b>			\$ 13,500.00
<b>Support Services</b>		<b>Days</b>	
Project Management	15	\$ 2,500.00	\$ 37,500.00
System Acceptance Testing Training	1	\$ 2,000.00	\$ 2,000.00
Democracy Suite Result, Tally and Reporting	3	\$ 2,000.00	\$ 6,000.00
ICE Operator Training	1	\$ 2,000.00	\$ 2,000.00
ICC Operator Training	1	\$ 2,000.00	\$ 2,000.00
ICC Adjudication Training	1	\$ 2,000.00	\$ 2,000.00
Train The Trainer: Poll worker	1	\$ 2,000.00	\$ 2,000.00
<b>Sub-Total:</b>			\$ 53,500.00
<b>Shipping</b>			TBD
<b>Discount</b>		\$ (11,000.00)	\$ (11,000.00)
<b>Purchase - Year 1 Total:</b>			<b>\$ 212,850.00</b>

**1.1 Annual Software License\* (Starting Year 2)**

<b>Annual License: Year 2</b>			
Democracy Suite Light	1	\$1,785.00	\$1,700.00
ICC Adjudication Application	1	\$1,050.00	\$1,000.00
ICC Annual Firmware License	2	\$2,703.75	\$5,150.00
ICE Annual Firmware License	10	\$239.40	\$2,280.00
<b>Sub-Total:</b>			<b>\$10,130.00</b>

<b>Annual License: Year 3</b>			
Democracy Suite Light	1	\$1,785.00	\$1,785.00
ICC Adjudication Application	1	\$1,050.00	\$1,050.00
ICC Annual Firmware License	2	\$2,703.75	\$5,407.50
ICE Annual Firmware License	10	\$239.40	\$2,394.00
<b>Sub-Total:</b>			<b>\$10,636.50</b>

<b>Annual License: Year 4</b>			
Democracy Suite Light	1	\$1,874.25	\$1,874.25
ICC Adjudication Application	1	\$1,102.50	\$1,102.50
ICC Annual Firmware License	2	\$2,838.94	\$5,677.88
ICE Annual Firmware License	10	\$251.37	\$2,513.70
<b>Sub-Total:</b>			<b>\$11,168.33</b>

<b>Annual License: Year 5</b>			
Democracy Suite Light	1	\$1,967.96	\$1,967.96
ICC Adjudication Application	1	\$1,157.63	\$1,157.63
ICC Annual Firmware License	2	\$2,980.88	\$5,961.77
ICE Annual Firmware License	10	\$263.94	\$2,639.39
<b>Sub-Total:</b>			<b>\$11,726.74</b>

\* Beginning Year 6, Dominion reserves the right to increase the Annual License Fees within five percent (5%) of the previous year's fee.

## 1.2 Optional Annual Warranty\*\* (Starting Year 2)

Optional Warranties: Year 2			
ImageCast Central	2	\$ 1,500.00	\$ 3,000.00
ImageCast Evolution	10	\$ 235.00	\$ 2,350.00
		<b>Sub-total</b>	<b>\$ 5,350.00</b>
Optional Warranties: Year 3			
ImageCast Central	2	\$ 1,575.00	\$ 3,150.00
ImageCast Evolution	10	\$ 246.75	\$ 2,467.50
		<b>Sub-total</b>	<b>\$ 5,617.50</b>
Optional Warranties: Year 4			
ImageCast Central	2	\$ 1,653.75	\$ 3,307.50
ImageCast Evolution	10	\$ 259.09	\$ 2,590.88
		<b>Sub-total</b>	<b>\$ 5,898.38</b>
Optional Warranties: Year 5			
ImageCast Central	2	\$ 1,736.44	\$ 3,472.88
ImageCast Evolution	10	\$ 272.04	\$ 2,720.42
		<b>Sub-total</b>	<b>\$ 6,193.29</b>

\*\* Beginning Year 6, Dominion reserves the right to increase the optional Warranty Fees within five percent (5%) of the previous year's fee.

## 1.3 Election Services

1.3.1 Election Setup (per Election): Dominion will perform the following ballot definition items in English only: Democracy Suite template project setups and maintenance, Democracy Suite Election project setup, provide the Mail Ballot PDF Artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer. Any outside recording charges would be at the County's expense. Election Setup service charges will be determined upon completion of each Election. A minimum charge of \$3,500.00 will be applied per Election. The following rates shall apply:

Precincts or Precinct Splits (1 through 100):	\$210.00 per precincts
Precincts or Precinct Splits (101 through 500):	\$85.00 per precincts
Each Additional Language:	25% of base charge
Deduction for no Audio:	10% of base charge

1.3.2 Election Day Support (per Election): Election Day support for the first two elections will be provided at the rate of \$4,500 per election and shall include three (3) days (inclusive of travel) of direct onsite support for each Election. Additional on-site support may be provided at the request of the Customer according to the then current Dominion list price.

## 2. Detailed Description

### 2.1 **ImageCast® Evolution (ICE) Scanner and Tabulator hardware with Plastic Ballot box**, includes the following items:

- 2.1.1 Optical imaging scanners for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
- 2.1.2 Two (2) Compact Flash 8GB memory cards.
- 2.1.3 An integrated 19" diagonal full color LCD with built-in touch screen.
- 2.1.4 An internal thermal printer and one (1) paper roll for generating reports.
- 2.1.5 One (1) Ballot Box made of a three (3) compartment molded plastic.
- 2.1.6 One (1) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard).
- 2.1.7 A motorized paper feed mechanism for detecting and moving the ballot within the scanner.
- 2.1.8 An internal battery which is rated to provide two (2) hours of normal use in the absence of AC power.
- 2.1.9 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions. The ICE is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the voter to have to go to an additional unit to cast the vote.

### 2.2 **ImageCast® Central Scanner (ICC)**. Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

- 2.2.1 Canon DR-G1130 high speed document scanner
- 2.2.2 ImageCast® Central Software including third party Twain software
- 2.2.3 OptiPlex 7440 All-in-One Series with pre-loaded software
- 2.2.4 iButton Security Key
- 2.2.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

### 2.3 **ImageCast® Central Scanner Software**. The Parties will enter into software licenses for the ImageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

- 2.3.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

2.4 **Democracy Suite EMS Software** consists of the following components:

2.4.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from Democracy Suite to load on the ICE and ICC units.

2.4.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

2.5 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

2.6 **System Training.** Dominion will provide the following training as described herein.

2.6.1 System Transition Training – These initial meetings will orient Dominion to current county processes and provide information to the counties on the overall system, related configurations, ballots, reporting, training, etc. Transition meetings will include, but not be limited to the following:

- 2.6.1.1 Ballot Templates
- 2.6.1.2 Reporting
- 2.6.1.3 Configurable System Settings
- 2.6.1.4 Ambiguous Zone Thresholds
- 2.6.1.5 Ballot Printing

2.6.2 ImageCast® Evolution – This training introduces the ImageCast® Evolution system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

2.6.3 ImageCast Central – This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.

2.6.4 Democracy Suite® EMS System– This training covers the configuration of the Democracy Suite® EMS System along with loading elections, tallying results (including adjudication tally), and generating reports.

- 2.6.5 Pollworker Train the Trainer – This provides training to the Customer staff on operations of the polling location, voter check-in, system setup, testing and troubleshooting.
- 2.7 **System Acceptance Testing Support.** Dominion will provide direct onsite training and support during the System Acceptance Testing period.
- 2.8 **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 2.9 **Travel and Expenses included.** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 2.10 **Other Services, Consumables or Equipment.** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

EXHIBIT B  
VOTING SYSTEM AND MANAGED SERVICES AGREEMENT  
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.  
AND MONO COUNTY, CA

**SOFTWARE LICENSE TERMS AND CONDITIONS**

**1. Definitions.**

- 1.1. "Licensee" shall mean Mono County, CA.
- 1.2. "Licensor" shall mean Dominion Voting Systems, Inc.
- 1.3. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.4. "Software" means the Democracy Suite® and ImageCast® software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.5. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

**2. License Terms.**

- 2.1. License to Software. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.
- 2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A to this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.
- 2.3. Third-Party Products. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term as part of the System for the purposes described in Section 3.1 of this Agreement. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.
- 2.4. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees not to use the Software as a service bureau for elections

outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

**3. Payment.** In consideration of the grant of the license, the Licensee shall pay the fees set forth in Exhibit A of this Agreement.

**4. Upgrades and Certification.** During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

4.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a software upgrade under the applicable provisions of the election laws and regulations of the Licensee's State, Licensor may make the certified software upgrade available to the Licensee and install the upgrade during a regularly schedule preventive maintenance as described in Exhibit A.

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

**5. Warranties.** The following warranties will apply to all Software during the Term.

5.1. Software. Licensor warrants that during the Term, the Software will function substantially in accordance with the Specification. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

5.2. Third-Party Products. The warranties in this Section 5 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

5.3. NO OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**6. Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensor:

- 6.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
  - 6.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
  - 6.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;
  - 6.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.
7. **Return of Software.** Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

## SCHEDULE A

### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
  - 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.
2. **Print Copyright License and Use.**
  - 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
  - 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
    - (i) any commercial or non-commercial printer
    - (ii) any third party vendor using ballot on demand system.
  - 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.
3. **No Copyright Warranties.** LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**BOARD OF SUPERVISORS  
COUNTY OF MONO  
P.O. BOX 715, BRIDGEPORT, CA 93517**

*Shannon Kendall  
760-932-5533  
skendall@mono.ca.gov  
Clerk of the Board*

**REGULAR MEETING of  
May 2, 2017**

*Helen Nunn  
760-932-5534  
hnunn@mono.ca.gov  
Assistant Clerk of the Board*

**MINUTE ORDER  
M17-91  
Agenda Item #9b**

**TO: Clerk of the Board**

**SUBJECT: Elections Equipment Workshop**

Approve increase in appropriations for purchase of Dominion's Imagecast Central and Evolution Elections equipment in the amount of \$212,850 and recommend funding this increase by transfer from contingency.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2017

**Departments: Sheriff**

**TIME REQUIRED**

**SUBJECT** Request for Authorization to Enter  
into Agreement with California  
Department of Corrections and  
Rehabilitation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed agreement with the California Department of Corrections and Rehabilitation (CDCR) for the provision of housing and services to Mono County offenders.

---

### RECOMMENDED ACTION:

Approve entry into proposed agreement with CDCR for the provision of housing and services to Mono County offenders and authorize Chair of the Board of Supervisors to execute said agreement on behalf of Mono County. Provide any desired direction to staff.

---

### FISCAL IMPACT:

Any financial impact would depend upon the utilization of the contract. The Sheriff's Office did not utilize CDCR bed space through the prior contract over the five year term. Should a need arise to utilize this contract, budgeted funds from Jail Medical Services (impacting the General Fund and potentially budgeted) or the Community Corrections Partnership (not impacting the General Fund and not currently budgeted) would be used. This contract limits cost of housing and care of applicable inmates. Mono County would be responsible for costs associated with providing third party medical care to offenders.

---

**CONTACT NAME:** Anne Larsen

**PHONE/EMAIL:** 760 924-1707 / alarsen@mono.ca.gov

---

**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[CDCR Agreement](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/14/2017 8:49 AM	County Administrative Office	Yes
6/13/2017 4:51 PM	County Counsel	Yes
6/14/2017 2:27 PM	Finance	Yes

**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

**MONO COUNTY SHERIFF'S OFFICE**

**Michael Moriarty**  
Undersheriff

DATE: June 20, 2017  
TO: The Honorable Board of Supervisors  
FROM: Ingrid Braun, Sheriff-Coroner  
SUBJECT: California Department of Corrections and Rehabilitation Bed Space Reimbursement Contract

**RECOMMENDATION:**

Authorize County Administrative Officer Leslie Chapman to execute the Bed Space Reimbursement Contract with the California Department of Corrections and Rehabilitation (CDCR).

**DISCUSSION:**

Mono County is designated by the CDCR as having limited access to health care services. Due to that status, the State of California, through the CDCR, offered to enter into an agreement with the County whereby CDCR will house and care for County inmates with serious medical conditions that would otherwise pose a substantial burden on the County's financial resources. The County decides if it will request a particular inmate to be transferred to State custody pursuant to this contract.

The contract requires the County to pay a day rate of \$77.00 for each County inmate housed by CDCR, capped at a maximum of \$140,602.00 over the term of the contract. The term of this contract is July 1, 2017, through June 30, 2022. This is a renewal of a previously agreed to contract that expires on June 30, 2017.

**FINANCIAL IMPACT:**

Any financial impact would depend upon the utilization of the contract. The Sheriff's Office did not utilize CDCR bed space through the prior contract. Should a need arise to utilize this contract, budgeted funds from Jail Medical Services or the Community Corrections Partnership would be used.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a light blue horizontal line.

Ingrid Braun  
Sheriff-Coroner

AGREEMENT NUMBER

**C5607318**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

County of Mono

2. The term of this Agreement is: July 1, 2017 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 140,602.00  
 One Hundred Forty Thousand Six Hundred Two Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	9 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit B-1 – Rate Sheet	1 page
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions For Public Entity Agreements	14 pages
Exhibit E – Business Associates Agreement (HIPAA)	14 pages
Exhibit F – Prison Rape Elimination Policy	2 pages
Attachment 1 – Required Documents from County	1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mono

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

49 Bryant Street  
 Bridgeport, CA 93517

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JENNIFER PARRA, MANAGER, Headquarters Service Contracts Unit

ADDRESS

9838 Old Placerville Road, Suite B-2  
 Sacramento, CA 95827

**California Department of General Services  
 Use Only**

Exempt per:

## **Contract Prison Beds Scope of Work**

AGREEMENT BETWEEN  
STATE OF CALIFORNIA  
AND  
COUNTY OF MONO

### **I. INTRODUCTION**

This Contract is entered into between the **State of California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and **County of Mono** (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for COUNTY Offenders due to the STATE and COUNTY realignment of responsibility for the housing of low level offenders; CDCR operates or has access to institutions throughout the state deemed suitable by the COUNTY for the housing and care of COUNTY Offenders and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein; in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

### **II. DEFINITIONS**

**CCHCS** – means the California Correctional Health Care Services - a state entity responsible for medical care for California's state prison population which is in receivership and under federal jurisdiction. All STATE medical employees are CCHCS employees and report to the Receiver.

**CCR Title 15** - means the California Code of Regulations, Title 15, "Crime Prevention and Corrections".

**Community Hospital** – means care received in a free standing, non-correctional hospital, including any and all physician or consulting professional services provided to the COUNTY Offender in the hospital.

**Contract** – means this Agreement.

**Department/CDCR** – means the California Department of Corrections and Rehabilitation.

**Day** – means calendar day unless otherwise defined in this agreement. If the last day to perform a required act under this agreement falls on a weekend or recognized State holiday and the term day is specifically defined to mean business day for the required act, the last day for performance shall be the next regular business day.

**DOM** – means CDCR Departmental Operations Manual.

**HIPAA** – means the federal Health Insurance Portability and Accountability Act.

**Offender** – means any adult male or female person incarcerated pursuant to applicable California laws, and assigned to a CDCR institution for housing under this Agreement.

**Offender Day** – means each day, including the first day but not the last, that an Offender is admitted to the Prison as determined by the Midnight Count.

### **III. STANDARD CONDITIONS**

#### **Section 3.01 Offender Housing.**

CDCR shall confine and supervise adult male and female COUNTY Offenders that are transferred to CDCR institutions pursuant to the terms and conditions of this Agreement. COUNTY Offenders shall only be housed in housing units consistent with the COUNTY Offenders' classification and security needs, subject to the criteria set forth in Section 3.02 of this agreement.

The COUNTY's minimum payment shall be based on the number of COUNTY Offenders housed in CDCR institutions, subject to Exhibit B of this Agreement.

#### **Section 3.02 Selection and Placement Process.**

The COUNTY Offenders to be housed in CDCR institutions shall be determined by CDCR based on available bed space within CDCR institutions.

3.02.1 CDCR shall have sole determination of the suitable placement of COUNTY Offenders in designated CDCR institutions.

3.02.2 COUNTY Offenders assigned to CDCR shall be males and females eighteen years of age or older and must have at least 180 days left to serve.

Upon arrival of any COUNTY Offender to CDCR, the COUNTY shall provide to CDCR, without charge, copies of pertinent data from COUNTY Jail files, commitment or other judicial orders, and healthcare records of each COUNTY Offender to be housed in CDCR. All COUNTY Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the HIPAA or other Federal privacy laws.

A duly authenticated copy of the COUNTY Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a COUNTY Offender arrives at CDCR. CDCR may also make reasonable requests for additional papers or documents to be delivered to CDCR. The COUNTY understands that the safe and secure management of CDCR is dependent upon CDCR's receipt of complete Offender files and shall not unreasonably withhold requested documents. See attached Required Documents From County (Attachment 1).

#### **Section 3.03 Transfer/Delivery of Offenders.**

3.03.1 The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of the COUNTY Offenders to CDCR Reception Centers.

3.03.2 CDCR shall be responsible for the transporting and the costs thereof for transporting the COUNTY Offenders from CDCR Reception Centers to their assigned CDCR institutions.

3.03.3 CDCR shall be responsible for the transporting of COUNTY Offenders to and from outside routine medical services and local court appearances. CDCR will make reasonable efforts to transport COUNTY Offender to and from outside medical and court appearances or to the nearest CDCR institution, utilizing available, routine, and normally

scheduled CDCR transportation methods. When routine, normally scheduled transportation methods are unavailable, the COUNTY shall be responsible for costs associated with special transportations.

3.03.4 CDCR is responsible for the transporting and the costs thereof for returning the COUNTY Offender from his/her assigned CDCR institution to CDCR Reception Center for COUNTY retrieval.

3.03.5 The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of the COUNTY Offender from CDCR Reception Center to the custody of the COUNTY.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offenders so as to minimize the expense associated with such transfers.

**Section 3.04 Offender Funds.**

Funds of an individual COUNTY Offender shall be provided to CDCR within seven (7) business days of the COUNTY Offender's transfer to CDCR. These funds shall be held and managed pursuant to CDCR policies, procedures and practices, which shall be provided to COUNTY prior to the COUNTY Offender's arrival.

**Section 3.05 Offender Work/Program Assignment Payment.**

CDCR shall pay all COUNTY Offenders assigned to the work incentive program Offender wages equal to the amount paid to CDCR Offenders housed at the particular CDCR institution at the time of transfer.

**Section 3.06 Return of Offenders to the County.**

3.06.1 Upon notification by CDCR or COUNTY, COUNTY Offenders will be returned to the custody of the COUNTY pursuant to the terms as set forth in Section 3.03 of this Agreement.

3.06.2 No less than 30 calendar days prior to a COUNTY Offender completing his/her sentence, the COUNTY Offender shall be returned to the COUNTY in accordance with section 3.03. All pre-release processing is the responsibility of the COUNTY.

3.06.3 When a COUNTY Offender returns to the COUNTY, CDCR shall provide that COUNTY Offender's current available Trust balance, in the form of a check made payable to the inmate but addressed to the County, in the amount due the County Offender within seven (7) business days of the COUNTY Offender's transfer unless an alternate location is directed by the COUNTY.

3.06.4 When a COUNTY Offender is identified to return to the COUNTY, CDCR will ensure a Central File is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed necessary by the COUNTY. In addition, the CCHCS will ensure a Unit Health Record is current with relevant medical documentation.

#### **IV. OPERATION OF PRISON**

##### **Section 4.01 General Duties.**

The COUNTY Offenders in CDCR shall be confined and supervised in accordance with current CDCR policies. CDCR shall maintain staffing levels at CDCR institutions in accordance with departmental standards and in sufficient numbers and rank to maintain the safety of the public, staff and COUNTY Offenders and to adequately carry out the provisions of this Agreement. CDCR may seek additional reimbursement from the COUNTY in excess of the per diems stated hereunder in instances where CDCR increases services in order to perform the requirements under this Agreement. Subject to the provisions of this Agreement, CDCR shall provide COUNTY Offenders care and treatment, including the furnishing of routine and emergency health care consistent with current CDCR policies, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. CDCR shall provide case management of COUNTY Offenders consistent with current CDCR policies including classification, disciplinary activity, programming and other Offender activity. COUNTY Offenders shall be provided with a copy of the Title 15 and Prison rules and procedures (orientation guide) upon arrival.

##### **Section 4.02 Medical/Mental Health/Dental.**

COUNTY Offenders shall be provided health care in a manner consistent with the services provided by CDCR under applicable CDCR and CCHCS policies and procedures. The health care services policies and procedures may be accessed via the internet at the following website: <http://www.cphcs.ca.gov/imspp.aspx>

All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport and/or Community Hospital-based services) shall be reimbursed by the COUNTY.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with DOM and consistent with CDCR Prison Rape Elimination Act (PREA) protocols.

**Initial Provisioning Of Medications** – At the time of initial transfer, and at the time of any return of a COUNTY Offender to or from a CDCR institution, the COUNTY or CDCR, depending on who is releasing custody at the time of transfer, shall provide at the time the COUNTY Offender is transferred between the custody of COUNTY and CDCR, a seven (7) day supply of any medications prescribed for that COUNTY Offender.

**Health Care Records** – CDCR/CCHCS shall have written policies and procedures to ensure appropriate and confidential management of COUNTY Offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at a CDCR institution is the property of CDCR and a copy of the health care file shall be forwarded to the COUNTY when the COUNTY Offender is transferred from CDCR. Release of information, including copying charges, shall be conducted in accordance with CDCR/CCHCS policy and only upon approval of CDCR/CCHCS.

- 4.02.1 Costs – The cost of providing medical, mental health or dental services through CDCR/CCHCS staff shall be considered normal costs incidental to the operation of CDCR and is included in the COUNTY Offender per diem rates, except as noted above in Section 4.02.
- 4.02.2 A co-pay in the amount of \$5.00 may be charged to COUNTY Offenders for certain medical, dental and/or vision services requested / initiated by the COUNTY Offender in accordance with current CDCR/CCHCS policy. The co-pay fee will be retained by CDCR/CCHCS.
- 4.02.3 Billings for services from outside vendors which are the responsibility of COUNTY shall be submitted to COUNTY or designee within thirty (30) days of receipt
- 4.02.4 Upon return of a COUNTY Offender to the COUNTY, CDCR shall provide the copy of the health records of all health care delivered while under CDCR's jurisdiction, including, but not limited to all CDCR institution health records, dental records, Community Hospital records, radiology reports and films, consultant reports and laboratory results.

#### **Section 4.03 Death of an Offender**

- 4.03.1 In the event of the death of a COUNTY Offender, CDCR will immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Offender's file and medical records will be forwarded to the COUNTY.
- 4.03.2 CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY will notify the designated next of kin of the deceased COUNTY Offender, if any, within 24 hours after death.
- 4.03.3 All expenses relative to any necessary preparation, storage, and shipment of the body shall be the responsibility of the COUNTY.
- 4.03.4 CDCR will conduct relevant death and suicide reviews per CDCR policies and procedures. These reviews may be subject to disclosure to outside stakeholders.

#### **Section 4.04 Offender Work and Programs.**

- 4.04.1 All eligible COUNTY Offenders shall be afforded the opportunity to participate in programs, occupational training, and work at CDCR institutions, unless otherwise medically or administratively precluded. No COUNTY Offender shall participate in any program, training or work outside the fenced CDCR institution unless approved in writing by CDCR.
- 4.04.2 Programs shall include: Educational programs (basic literacy, adult basic education, general educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.

- 4.04.3 COUNTY Offenders may be required to work or participate in educational or vocational programs, consistent with current CDCR policy. However, COUNTY Offenders shall not be allowed or required to participate in any training or work contrary to the laws of California.
- 4.04.4 CDCR may dispose of or consume all products produced by any COUNTY Offender participating in work or vocational programs. CDCR will bear all costs and retain all proceeds there from.
- 4.04.5 CDCR shall daily record the actual hours worked/participated for each COUNTY Offender (those in work/programs/education/training) per DOM and per any other policy and procedures. The completed forms shall be forwarded to the COUNTY or designee by the 15<sup>th</sup> of the following month.
- 4.04.6 Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR policies and regulations.
- 4.04.7 While the COUNTY Offender is in CDCR custody, CDCR shall be responsible for payment of any benefits for COUNTY Offender workers compensation claims originating while in CDCR custody as required by California law, including, but not limited to, California Labor Code section 3370(a).

**Section 4.05 Religious Opportunity.**

CDCR will provide reasonable time, accommodations, and space for religious services in keeping with CDCR institution security and other necessary institutional operations and activities, as available. Religious services will be provided in accordance with current CDCR policies.

**Section 4.06 Recreation/ Quarterly Packages and Canteen.**

COUNTY Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis except for COUNTY Offenders in lockdown/modified program/Administrative Segregation status. CDCR shall provide recreation for COUNTY Offenders in Administrative Segregation in accordance current CDCR policies.

COUNTY Offenders will be provided with commissary service in accordance with established CDCR policies. CDCR will administer a quarterly package program for COUNTY Offenders in accordance with current CDCR policies.

**Section 4.07 Telephone.**

Access to telephone service shall be provided to COUNTY Offenders in accordance with CDCR policies.

**Section 4.08 Clothing.**

CDCR will be responsible for laundry, repair, and replacement of COUNTY Offender clothing during the COUNTY Offender's incarceration at the Prison to ensure clean clothes on a weekly basis.

Clothing and linen items shall be issued to the COUNTY Offender in accordance with CDCR policies.

**Section 4.09 Meals.**

CDCR will provide all COUNTY Offenders with nutritional meals consistent with established CDCR policies.

**Section 4.10 Mail.**

COUNTY Offenders will be provided with mail service in accordance with current CDCR policies.

**Section 4.11 Visitation.**

COUNTY Offenders will be provided visitation in accordance with current CDCR policies.

**Section 4.12 COUNTY Offender Property.**

COUNTY Offenders shall be allowed to possess personal property in accordance with current CDCR policies. Allowable property lists are incorporated by reference into CCR, Title 15 and can be found in Appendices A and B of the DOM. CDCR will follow existing policies on disposition of property.

**Section 4.13 COUNTY Offender Appeals.**

COUNTY Offenders appealing COUNTY decisions shall be remedied via the COUNTY appeals process. The COUNTY shall retain final authority on all issues of appeal related to COUNTY decisions and actions.

CDCR will remedy all COUNTY Offender appeals/grievances related to conditions of confinement and other CDCR decisions while the COUNTY Offender is in CDCR custody. CDCR shall retain final authority on all issues of appeal related to CDCR decisions and actions.

**Section 4.14 Access to Courts.**

CDCR will ensure all COUNTY Offenders court related access in accordance with current CDCR policies.

Any court Order to Produce for a COUNTY Offender that is presented to the COUNTY shall immediately be forwarded to CDCR for processing. If sufficient advanced notice is provided, CDCR will transport in accordance with Section 3.03.

**Section 4.15 Offender Records and Progress Reports.**

4.15.1 CDCR will handle all COUNTY Offender Records and ensure compliance consistent with CDCR policies. Upon release, all records, reports, and documents related to COUNTY Offenders, including Offender work/education/vocation records, shall be forwarded to the COUNTY.

4.15.2 All warrants/holds/detainers received by CDCR for a COUNTY Offender shall be forwarded to the COUNTY or designee, and CDCR will place a copy in the COUNTY Offender's Central File. All warrants/holds/detainers received by the COUNTY for a COUNTY Offender in CDCR custody shall be forwarded to CDCR.

4.15.3 The COUNTY will perform all time calculations for COUNTY Offenders while housed in CDCR institutions and will provide to CDCR with an initial COUNTY Offender release date. Additionally, the COUNTY will notify CDCR whenever a COUNTY Offender's release date changes. This information is required to facilitate return of COUNTY Offender to the COUNTY within 30 days of his/her release.

#### **Section 4.16 Transportation & Security.**

CDCR will provide transportation and transportation staffing consistent with current CDCR policies to and from medical appointments, urgent and emergent medical care, and local court appearances pursuant to Section 3.03.

#### **Section 4.17 Escapes.**

In the event of an escape by a COUNTY Offender(s) from CDCR's physical custody, CDCR shall initiate efforts to apprehend the COUNTY Offender(s), notify CDCR I.D./Warrants Unit and the local law enforcement agencies as required by state statute in the same manner it uses for any other CDCR escapees. In addition, CDCR shall notify the COUNTY of commitment. Within 24 hours, the COUNTY will be responsible for the escape pursuit. Annually or upon any revision, the COUNTY shall provide CDCR with a listing of its emergency contacts.

#### **Section 4.18 Notification of Offender Incidents, Emergencies, Escapes, and Discipline.**

4.18.1 CDCR will handle all COUNTY Offender related incidents, emergencies, and escapes in accordance with current CDCR policies.

4.18.2 CDCR will handle all COUNTY Offender disciplinary related matters in accordance with current CDCR policies. The COUNTY shall be informed of any pending CDCR 115s (Rules Violation Reports), pending District Attorney referrals, and adjudicated 115s and committee actions involving Administrative Segregation and Security Housing Unit for appropriate release date calculation.

#### **Section 4.19 Sentence Computation.**

CDCR will furnish the COUNTY with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. CDCR will assist in providing documents as necessary to ensure compliance with current CDCR policies. The final decision with respect to sentence computation rests with the COUNTY. Sentence computation will be done by the COUNTY. The COUNTY will furnish adjusted release dates to CDCR.

#### **Section 4.20 Classification.**

The COUNTY Offenders shall be subject to the current CDCR classification process in accordance with current CDCR policies.

**Section 4.21 Offender Account Deductions (Restitution) Collection and Accounting.**

Upon notification of a court order for restitution by a COUNTY Offender, CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds will be remitted in a manner that adheres to CCR, Title 15, Section 3097.

**1. Invoicing and Payment (reimbursement contracts)**

- a.** The CDCR will submit an Invoice to the Contractor, by the 10<sup>th</sup> day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.
- b.** Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)  
ASB – Rancho Cucamonga  
Attention: Accounts Receivable  
PO Box 6000  
Rancho Cucamonga, CA 91729-6000

## CDCR CORRECTIONAL INSTITUTIONS BED SPACE REIMBURSEMENT CONTRACT

### COUNTY OF MONO

**Agreement Term: Upon Approval through June 30, 2022**

Per Day (per diem)	# of Days (estimated)	Total	
\$77.00	X <u>365</u>	=    \$ 28,105.00	FY17/18
\$77.00	X <u>365</u>	=    \$ 28,105.00	FY18/19
\$77.00	X <u>366</u>	=    \$ 28,182.00	FY19/20 <i>(Leap Year)</i>
\$77.00	X <u>365</u>	=    \$ 28,105.00	FY20/21
\$77.00	X <u>365</u>	=    \$ 28,105.00	FY21/22

**Agreement Total = (\$140,602.00)**

COUNTY agrees to reimburse directly to CDCR the per diem rate of **\$77.00** per day, or any part thereof, for each COUNTY Offender housed in a CDCR Prison Bed Facility. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation and medical guarding.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
2. The total amount of this Agreement, including per diem, extraordinary healthcare expenses, medical transportation and medical guarding, per each county offender housed in a CDCR Institution, will not exceed 50% of the annual allotment from its Community Corrections Subaccount within their County Local Revenue Fund.

**1. Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

**2. Confidentiality of Information**

CDCR and Provider agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

**3. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the

Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

#### **4. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

#### **5. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

#### **6. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)**

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

#### **7. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any

payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

#### **8. Extension of Term**

If it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

#### **9. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

#### **10. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

#### **11. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant

information.

## **12. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

## **13. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

## **14. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

## **15. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

## **16. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

### **a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

### **b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;
  - (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

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

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for

preparatory time and payment for per diem.

### **17. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

### **18. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

### **19. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### **20. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

### **21. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

### **22. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture,

materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

### **23. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

### **24. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

### **25. Mutual Hold**

Contractor agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, its officers, directors, principals and employees, from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the State as allowed by law.

## **26. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

## **27. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

***The following provisions apply to services provided on departmental and/or institution grounds:***

**28. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**29. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to

enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

### **30. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be

worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

### **31. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

### **32. Prison Rape Elimination Policy**

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this

signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

### **33. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

### **34. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

## **BUSINESS ASSOCIATES AGREEMENT (HIPAA)**

### **Trinity County**

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

### **ARTICLE 1 DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

## **ARTICLE 2 CONFIDENTIALITY**

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
  - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
  - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
  - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
  - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
  - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
  - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc. ) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties

engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

### **ARTICLE 3 SECURITY**

#### **3.1 Government Healthcare Program Representations.**

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

#### **3.2 Security Procedures.**

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;

- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

**ARTICLE 4**  
**EXCHANGE OF STANDARD TRANSMISSIONS**

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
  - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
  - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
  - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.
- 4.2 Incorporation of Modifications to HHS Transaction Standards.
- Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.
- 4.3 Code Set Retention.
- If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.
- 4.4 Business Associate Obligations.
- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
  - (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
  - (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

#### 4.5 Confidential And Proprietary Information

- (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's

proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5  
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible.

Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

### 5.3 Disputes.

#### HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

County of Mono  
Ingrid Braun  
Sheriff-Coroner  
49 Bryant Street / PO Box 616  
Bridgeport, CA 93517

Telephone: (760) 932-7549  
Facsimile: (760) 932-7435

Covered Entity:

California Department of Corrections and Rehabilitation  
Privacy Officer  
HIPAA Compliance Unit  
Division of Correctional Health Care Services  
P.O. Box 942883  
Sacramento, CA 94283-0001

Telephone: (916) 327-1842  
Facsimile: (916) 327-0545

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
PRISON RAPE ELIMINATION POLICY  
Volunteer/Contractor Informational Sheet

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect and respond to sexual violence, staff sexual misconduct and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders will encompass: Abusive Sexual Contact, Nonconsensual Sex Acts, or Sexual Harassment by an Offender (towards an offender). The two remaining types of sexual offenses covered by PREA are Staff Sexual Misconduct and Staff Sexual Harassment (towards an offender).

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution.

Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishment.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect
- Speaking without judging, blaming, or being demeaning
- Listening to others with an objective ear and trying to understand their point of view
- Avoiding gossip, name calling, and what may be perceived as offensive or “off-color” humor
- Taking responsibility for your own behavior

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim.

*I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.*

\_\_\_\_\_  
Volunteer/Contractor Name (Printed)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Volunteer/Contractor

\_\_\_\_\_  
Current Assignment within Institution

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Supervisor in Current Assignment

DOCUMENT CHECKLIST  
COUNTY CONTRACT INMATES

- Probation Officer's Report (POR)
- Abstract of Judgment
- Most recent classification committee actions
- Two current ID photographs (front and side view)
- Release date information
- Copies of disciplinary actions
- Documented gang affiliations
- Documented enemies
- Contact information to notify in case of death or illness
- Names, relationships, addresses, & phone numbers for relatives
- Approved HCPOP referral Form or HCPOP Approval
- Power of Attorney form
- Current holds/want/detainers



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2017

**Departments:** Finance

**TIME REQUIRED**

**SUBJECT** Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Treasury Transaction Report for the month ending 4/30/2017.

**RECOMMENDED ACTION:**

Approve the Treasury Transaction Report for the month ending 4/30/2017.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Gerald Frank

**PHONE/EMAIL:** 760-932-5483 / gfrank@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Treasury Transaction Report for the month ending 4/30/2017</a>

**History**

Time	Who	Approval
6/14/2017 8:49 AM	County Administrative Office	Yes
6/13/2017 3:30 PM	County Counsel	Yes
6/13/2017 4:14 PM	Finance	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2017, End Date: 4/30/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	4/18/2017	513802EB0	375,000.00	Lancaster Ca Redev Agy 2.08 8/1/2019	100.74	377,756.25	0.00	1.75	377,756.25
Buy	4/18/2017	611583CP8	150,000.00	Monrovia CA Redev Agy 2 5/1/2019	100.80	151,195.50	325.00	1.60	151,520.50
Buy	4/20/2017	06406HBM0	500,000.00	Bank of New York Mellon 5.45 5/15/2019	107.47	537,325.00	11,732.64	1.76	549,057.64
Buy	4/20/2017	89236TCP8	500,000.00	Toyota Motor Credit 1.55 7/13/2018	100.17	500,855.00	2,088.19	1.41	502,943.19
Buy	4/25/2017	084670BF4	500,000.00	Berkshire Hathaway Inc 3.4 1/31/2022	105.70	528,500.00	4,013.89	2.13	532,513.89
Buy	4/25/2017	91159HHC7	500,000.00	US Bancorp 3 3/15/2022-22	103.44	517,195.00	1,666.67	2.25	518,861.67
Buy	4/27/2017	3134GBKY7	1,000,000.00	FHLMC 2.125 4/27/2022-17	100.00	1,000,000.00	0.00	2.13	1,000,000.00
Buy	4/27/2017	3130AB6Q4	1,000,000.00	FHLB 2.08 4/27/2022-18	100.00	1,000,000.00	0.00	2.08	1,000,000.00
Buy	4/27/2017	13063DAD0	250,000.00	California State GO UNLTD 2.367 4/1/2022	100.92	252,287.50	0.00	2.17	252,287.50
Buy	4/27/2017	13063DAD0	250,000.00	California State GO UNLTD 2.367 4/1/2022	100.78	251,937.50	0.00	2.20	251,937.50
		<b>Subtotal</b>	<b>5,025,000.00</b>			<b>5,117,051.75</b>	<b>19,826.39</b>		<b>5,136,878.14</b>
Deposit	4/5/2017	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP-Quarterly	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	4/6/2017	LAIF6000Q	2,500,000.00	Local Agency Investment Fund LGIP-Quarterly	100.00	2,500,000.00	0.00	0.00	2,500,000.00
Deposit	4/11/2017	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP-Quarterly	100.00	4,000,000.00	0.00	0.00	4,000,000.00
Deposit	4/13/2017	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP-Quarterly	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	4/14/2017	LAIF6000Q	51,970.41	Local Agency Investment Fund LGIP-Quarterly	100.00	51,970.41	0.00	0.00	51,970.41
Deposit	4/14/2017	OAKVALLEY0670	1,722.64	Oak Valley Bank Cash	100.00	1,722.64	0.00	0.00	1,722.64
Deposit	4/28/2017	OAKVALLEY0670	2,216.96	Oak Valley Bank Cash	100.00	2,216.96	0.00	0.00	2,216.96
Deposit	4/30/2017	OAKVALLEY0670	22,456,170.30	Oak Valley Bank Cash	100.00	22,456,170.30	0.00	0.00	22,456,170.30
		<b>Subtotal</b>	<b>34,012,080.31</b>			<b>34,012,080.31</b>	<b>0.00</b>		<b>34,012,080.31</b>
<b>Total Buy Transactions</b>			<b>39,037,080.31</b>			<b>39,129,132.06</b>	<b>19,826.39</b>		<b>39,148,958.45</b>
<b>Sell Transactions</b>									
Called	4/15/2017	91159HHD5	500,000.00	US Bancorp 1.65 5/15/2017-17	0.00	500,000.00	3,437.50	0.00	503,437.50
Called	4/27/2017	3134GAG73	500,000.00	FHLMC 2 10/27/2020-17	0.00	500,000.00	0.00	0.00	500,000.00
Called	4/27/2017	3134GAM35	1,000,000.00	FHLMC 2.3 1/27/2022-17	0.00	1,000,000.00	5,750.00	0.00	1,005,750.00
		<b>Subtotal</b>	<b>2,000,000.00</b>			<b>2,000,000.00</b>	<b>9,187.50</b>		<b>2,009,187.50</b>



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2017, End Date: 4/30/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Matured	4/6/2017	62478TPV5	245,000.00	MUFG Union Bank NA 0.95 4/6/2017	0.00	245,000.00	0.00	0.00	245,000.00
<b>Subtotal</b>			<b>245,000.00</b>			<b>245,000.00</b>	<b>0.00</b>		<b>245,000.00</b>
Withdraw	4/25/2017	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	4/26/2017	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	4/30/2017	OAKVALLEY0670	22,042,976.80	Oak Valley Bank Cash	0.00	22,042,976.80	0.00	0.00	22,042,976.80
<b>Subtotal</b>			<b>24,542,976.80</b>			<b>24,542,976.80</b>	<b>0.00</b>		<b>24,542,976.80</b>
<b>Total Sell Transactions</b>			<b>26,787,976.80</b>			<b>26,787,976.80</b>	<b>9,187.50</b>		<b>26,797,164.30</b>
<b>Interest/Dividends</b>									
Interest	4/2/2017	36962G6W9	0.00	General Electric Cap Corp 1.625 4/2/2018		0.00	4,062.50	0.00	4,062.50
Interest	4/3/2017	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	4/5/2017	14042RCQ2	0.00	CAPITAL ONE, NATIONAL ASSOCIATION 1.7 10/5/2021		0.00	2,076.79	0.00	2,076.79
Interest	4/5/2017	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	297.26	0.00	297.26
Interest	4/6/2017	62478TPV5	0.00	MUFG Union Bank NA 0.95 4/6/2017		0.00	2,359.83	0.00	2,359.83
Interest	4/6/2017	89236TCX1	0.00	Toyota Motor Credit Corp 1.2 4/6/2018		0.00	3,000.00	0.00	3,000.00
Interest	4/7/2017	3135G0Q89	0.00	FNMA 1.375 10/7/2021		0.00	6,875.00	0.00	6,875.00
Interest	4/11/2017	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	332.93	0.00	332.93
Interest	4/12/2017	35633MAG7	0.00	FREEDOM BK OF VA VIENNA VA 0.75 11/14/2017		0.00	156.06	0.00	156.06
Interest	4/14/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,722.64	0.00	1,722.64
Interest	4/15/2017	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	374.55	0.00	374.55
Interest	4/15/2017	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	374.55	0.00	374.55
Interest	4/17/2017	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	332.93	0.00	332.93
Interest	4/18/2017	3133EGLD5	0.00	FFCB 1.18 10/18/2019-16		0.00	5,900.00	0.00	5,900.00
Interest	4/21/2017	3133EGNF8	0.00	FFCB 1.3 4/21/2020-16		0.00	6,500.00	0.00	6,500.00
Interest	4/22/2017	38148JRS2	0.00	GOLDMAN SACHS BK USA NEW YORK 1.9 4/22/2020		0.00	2,321.12	0.00	2,321.12
Interest	4/22/2017	337630AZ0	0.00	FIRSTTRUST SVGS BK CONSHOCKENPA 0.7 10/23/2017		0.00	145.66	0.00	145.66



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2017, End Date: 4/30/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/26/2017	062683AC1	0.00	BBCN BANK 0.9 2/26/2018		0.00	187.27	0.00	187.27
Interest	4/26/2017	3136G3F59	0.00	FNMA 1.06 4/26/2019-17		0.00	5,300.00	0.00	5,300.00
Interest	4/26/2017	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	343.34	0.00	343.34
Interest	4/26/2017	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	312.12	0.00	312.12
Interest	4/27/2017	3134GAG73	0.00	FHLMC 2 10/27/2020-17		0.00	2,500.00	0.00	2,500.00
Interest	4/27/2017	27113PBG5	0.00	EAST BOSTON SVGS NK BOSTON MA 0.7 10/27/2017		0.00	145.66	0.00	145.66
Interest	4/27/2017	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	312.12	0.00	312.12
Interest	4/27/2017	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	291.32	0.00	291.32
Interest	4/28/2017	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.53	0.00	322.53
Interest	4/28/2017	3136G4EV1	0.00	FNMA 1.625 10/28/2021-17		0.00	8,125.00	0.00	8,125.00
Interest	4/28/2017	57116AMW5	0.00	MARLIN BUSINESS BANK 1.4 10/28/2020		0.00	1,710.30	0.00	1,710.30
Interest	4/28/2017	3136G4EU3	0.00	FNMA 1.6 10/28/2021-17		0.00	8,000.00	0.00	8,000.00
Interest	4/28/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,216.96	0.00	2,216.96
Interest	4/29/2017	11373QCC0	0.00	BROOKLINE BK MASS 0.75 10/30/2017		0.00	156.06	0.00	156.06
Interest	4/29/2017	2027505G6	0.00	COMMONWEALTH BUSINESS BK LOS ANGELES CALIF 0.75 8/		0.00	156.06	0.00	156.06
Interest	4/29/2017	02587DXK9	0.00	AMERICAN EXPRESS CENTURION BK 1.85 4/29/2020		0.00	2,260.04	0.00	2,260.04
Interest	4/29/2017	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	187.27	0.00	187.27
Interest	4/30/2017	843383AX8	0.00	SOUTHERN BANK 1 1/30/2018		0.00	208.08	0.00	208.08
Interest	4/30/2017	45340KDR7	0.00	INDEPENDENCE BK KY OWENSBORO 0.9 2/28/2018		0.00	181.23	0.00	181.23
Interest	4/30/2017	06414QVT3	0.00	BANK NORTH CAROLINA THOMASVILLE NC 1 6/30/2017		0.00	208.08	0.00	208.08
Interest	4/30/2017	105245GN8	0.00	BRAND BKG CO LAWRENCEVILLE GA 0.85 11/30/2017		0.00	176.87	0.00	176.87
Interest	4/30/2017	29266N3Q8	0.00	ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018		0.00	211.44	0.00	211.44
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>70,676.50</b>		<b>70,676.50</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>70,676.50</b>		<b>70,676.50</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2017

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Request for Authorization to Enter  
into Contract with Anne Sippe  
Treatment Center

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed one year contract with Anne Sippe Treatment Center for the provision of transitional social rehabilitation services in an amount not to exceed \$71,537 per year.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

There is no fiscal impact to the Mono County General Fund. The annual amount of this contract is \$71,537.00 This will be paid through our Mental Health Fund and has been budgeted.

**CONTACT NAME:** Robin Roberts

**PHONE/EMAIL:** 760 924-1729 / rroberts@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Anne Sippe Treatment Center Contract</a>

**History**

Time	Who	Approval
6/14/2017 8:38 AM	County Administrative Office	Yes

6/10/2017 2:17 PM

County Counsel

Yes

6/14/2017 1:36 PM

Finance

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

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**COUNTY OF MONO**

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

**Date:** June 9, 2017

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Robin Roberts, Behavioral Health Director

**Subject:** Approval for Contract with Anne Sippe Clinic Treatment Group

**Recommended Action:**

Board approval of contract for Anne Sippe Clinic Treatment Group for provision of Transitional Social Rehabilitation Services.

**Discussion:**

As a part of the requirements for Mono County Behavioral Health to provide reasonable treatment for those who are conserved under the LPS act, we contract with providers in other counties to provide services we do not have available in our area.

The Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illness who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client to decrease the need for future psychiatric hospitalizations.

**Fiscal Impact:**

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

The annual amount of this contract is \$71,537.00

This will be paid through our Mental Health Fund and has been budgeted.

**AGREEMENT BETWEEN COUNTY OF MONO  
AND ANNE SIPPE CLINIC TREATMENT GROUP  
FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Transitional Social Rehabilitation services of Anne Sippe Clinic Treatment Group, of Bakersfield (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 the Director of Behavioral Health, or an authorized representative thereof. 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.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from June 1, 2017, to June 30, 2018, 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 \$71,537.00, or in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (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 to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. 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, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the

contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) 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 for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; 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.

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 require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

## **10. STATUS OF CONTRACTOR**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee 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) calendar 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) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

#### **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 or subcontract 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 order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, 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 or email (if included below) to the respective parties as follows:

County of Mono:  
Robin K. Roberts, Director  
Mono County Behavioral Health  
P.O. Box 2619  
Mammoth Lakes, CA 93546

Contractor:  
Nick Damian  
Anne Sippi Clinic Treatment Group  
18200 Highway 178  
Bakersfield, CA 93306

**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 \_\_\_\_\_, 017.**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

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

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

Taxpayer's Identification or Social Security Number: \_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

## **ATTACHMENT A**

### **AGREEMENT BETWEEN COUNTY OF MONO AND ANNE SIPPI CLINIC TREATMENT GROUP FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES**

#### **TERM:**

**FROM: June 1, 2017 TO: June 30, 2018**

#### **SCOPE OF WORK:**

**The Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illness who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.**

**The Transitional Social Rehabilitation Program shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute state of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 18-months.**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES**

**TERM:**

**FROM: June 1, 2017 TO: June 30, 2018**

**SCHEDULE OF FEES:**

The daily rate for services is: \$147.00. In addition, the Board and Care rate per month is: \$1,036.27.

## EXHIBIT 8

### AGREEMENT BETWEEN COUNTY OF MONO AND ANNE SIPPE TREATMENT CENTER FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES

#### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between the Anne Sippe Treatment Center, (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions 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  
Office of County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

(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** June 20, 2017

**Departments: Information Technology**

**TIME REQUIRED**

**SUBJECT** Delta Wireless Contract Renewal

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed contract renewal with Delta Wireless for the provision of Radio System Support, Service, and Training.

**RECOMMENDED ACTION:**

Authorize the County Administrative Officer to sign Delta Wireless Contract for the provision of radio system support and service on an as-needed basis through June 30, 2018.

**FISCAL IMPACT:**

Up to \$250,000 which is expected in the FY 2017-2018 adopted Radio Department budget.

**CONTACT NAME:** Nate Greenberg

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Contract</a>
<a href="#">Contract Attachment</a>

**History**

Time	Who	Approval
6/14/2017 12:22 PM	County Administrative Office	Yes
6/12/2017 2:16 PM	County Counsel	Yes

6/14/2017 1:26 PM

Finance

Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546  
(760) 924-1819 • FAX (760) 924-1697 • [ngreenberg@mono.ca.gov](mailto:ngreenberg@mono.ca.gov)

Nate Greenberg  
*Information Technology Director*

June 20, 2017

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

**Subject** Renew existing radio support services contract with Delta Wireless with a \$250,000 limit for FY 17-18.

**Recommendation**

Authorize the County Administrative Officer to sign Delta Wireless Contract for the provision of radio system support and service on an as-needed basis through June 30, 2018.

**Discussion**

This is a renewal to a radio system support contract with Delta Wireless that was signed in June, 2016 extending the contract term through June 30, 2017. This contract anticipates the passing of the FY 17-18 budget which accounts for approximately \$161k of rollover monies from FY 16-17, and an additional \$140k of newly budgeted monies.

The Director of Information Technology will oversee the management of the contract and work closely with the vendor and stakeholders to effectively prioritize projects throughout the Fiscal Year.

**Fiscal Impact**

Up to \$250,000 which is expected in the FY 2017-2018 adopted Radio Department budget.

**AGREEMENT BETWEEN THE COUNTY OF MONO AND  
DELTA WIRELESS, INC. FOR THE PROVISION OF  
RADIO SYSTEM SUPPORT, SERVICE AND TRAINING  
ON AN AS-NEEDED BASIS**

**INTRODUCTION**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County"), may from time-to-time have the need for the radio system support, service and training services of Delta Wireless, Inc., of Stockton, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in such Scope of Work Letters as are issued from time-to-time to Contractor by the Director of Information Technology, or an authorized representative thereof, during the term of this Agreement; such Letters will be substantially in the form as shown in Attachment A and, in order to be binding on Contractor, must be signed by an authorized representative of Contractor. All such duly-issued and signed Scope of Work Letters are incorporated herein by reference.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages (as applicable to any individual Scope of Work letter(s))
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from July 1, 2017, through June 30, 2018, unless sooner terminated as provided below.

### 3. CONSIDERATION

A. Compensation. The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment B, attached hereto and by reference incorporated herein) for the services and work described in any Scope of Work Letter issued pursuant to this Agreement.

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

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

D. Limit Upon Amount Payable Under Agreement. Neither the total sum of all payments made by the County to Contractor for services and work performed under this Agreement, nor the total sum of all payments made by the County to Contractor for services or work performed pursuant to any specific Scope of Work Letter, shall exceed \$250,000 (hereinafter referred to as “Contract Limit”). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in the applicable Scope of Work Letter, which were done at the County’s request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County’s request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 (“Invoicing, Payment, and Retention”) is attached to this Agreement, then the language contained in Exhibit 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) The 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 fifteen hundred dollars (\$1,500.00).

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

(4) The total amounts paid by the 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 State Franchise Tax Board.

#### **4. WORK SCHEDULE**

Upon the County's issuance of a "Notice to Proceed" with respect to a specific Scope of Work Letter, Contractor's obligation is to perform, in a timely manner, the services and work identified in that Scope of Work Letter. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County will be performed within the time frame set forth in the Scope of Work Letter, unless circumstances outside Contractor's control cause delay and contractor provides timely notice of such circumstances.

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

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

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

#### **7. COUNTY PROPERTY**

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

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

## 9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. 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, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies)

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 for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; 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.

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 require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

E. Requirements Based on Scope of Work. County reserves the right to add to or modify these requirements, including limits, based on the nature of the risk or other special circumstances associated with any individual Scope of Work Letter issued under this Agreement.

## **10. STATUS OF CONTRACTOR**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee 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 of this Agreement. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

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

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

## **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 reasonable litigation costs and attorney’s fees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or Contractor’s agents, officers, employees or any one employed by any of them, or anyone for whom those negligent acts or omissions, recklessness, or willful misconduct any of them may be liable. Contractor’s obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

Contractor's obligation 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.

## **12. RECORDS AND AUDIT**

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

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

## **13. NON-DISCRIMINATION**

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

## **14. TERMINATION**

This Agreement may be terminated by the County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days' written notice of such intent to cancel. In addition, without canceling or terminating this Agreement, the County may, without cause and at will, cancel any particular Scope of Work Letter issued to Contractor by giving Contractor 48-hours' written notice of its intent to cancel that Letter. In either event, the County shall pay Contractor for services and work satisfactorily performed by Contractor before delivery of the County's cancellation notice. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) calendar days' written notice of such intent to cancel to the County.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

## **15. ASSIGNMENT**

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

## **16. DEFAULT**

If 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 Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

#### **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 24 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. 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 it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. 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 which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

#### **21. SEVERABILITY**

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

#### **22. FUNDING LIMITATION**

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

#### **23. VENUE**

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

**24. AMENDMENT**

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

**25. NOTICE**

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

County of Mono:

Nate Greenberg  
Director, Information Technology  
PO Box 7657  
Mammoth Lakes, CA 93546  
[ngreenberg@mono.ca.gov](mailto:ngreenberg@mono.ca.gov)

Contractor:

Delta Wireless  
David Naasz, President  
1700 W Freemont Street  
Stockton, CA 95203  
[dnaasz@deltawireless.com](mailto:dnaasz@deltawireless.com)

**26. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

**CONTRACTOR:**

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

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

Name: Leslie Chapman

Name: David Naasz

Title: CAO, Mono County

Title: President, Delta Wireless

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

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

Tax ID: \_\_\_\_\_

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

APPROVED BY RISK MANAGEMENT:

## **ATTACHMENT A**

### **AGREEMENT BETWEEN THE COUNTY OF MONO AND DELTA WIRELESS, INC. FOR THE PROVISION OF RADIO SYSTEM SUPPORT, SERVICE AND TRAINING SERVICE SERVICES ON AN AS-NEEDED BASIS**

#### **TERM:**

**FROM:** July 1, 2017

**TO:** June 30, 2018

#### **SCOPE OF WORK:**

Pursuant to individual Scope of Work Letters, as described below, Contractor shall provide all labor, equipment, materials, supplies, research, transportation, taxes, and cover all other costs required to perform radio system support, services for the County. In general, project work shall consist of the following:

Provide technical support (via telephone or on-site) and training for radio services, and perform other services, as requested in individual Scope of Work Letters issued by the Information Technology Director or his designee.

Training will be mutually scoped by both County and Delta Wireless, then quoted by Delta Wireless based on time and travel demands. Utilizing the information developed, County will issue a Scope of Work Letter for training as needed.

#### **WORK SCHEDULE:**

Requests for services or work and scheduling of work tasks shall be coordinated with the Director of Information Technology, or an authorized designee and/or as set forth in the Scope of Work Letter.

#### **SCOPE OF WORK LETTERS**

Contractor shall provide the work and services specifically set forth in individual Scope of Work Letters to be issued and signed by the Director of Information Technology or his designee, and the Mono County Counsel which, upon acceptance and execution by Contractor, will be attached hereto and incorporated by reference into this agreement. Such Scope of Work Letters shall be substantially in the form shown on the following page.

**SAMPLE SCOPE OF WORK LETTER**

TO: \_\_\_\_\_  
(Contractor)

FROM: \_\_\_\_\_

Pursuant to Mono County Agreement No. \_\_\_\_\_ (Agreement), you are hereby retained to perform for Mono County the services and work, and provide the associated material and equipment, that are \_\_\_\_ described below, or \_\_\_\_ described in your project proposal attached hereto, \_\_\_\_ for the sum of \$ \_\_\_\_\_, or \_\_\_\_ on a time and materials basis in accordance with the rates set forth in the Agreement or appearing on the attached quote, as the case may be; all such services and work shall be performed in accordance with the Agreement:

**Mono County**

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

Approved as to Form:

By: \_\_\_\_\_  
Office of the Mono County Counsel Date

**Contractor**

By my signature, as an authorized representative of Contractor, Contractor agrees to and shall perform the work and services described or referenced above, for the amount set forth above.

By: \_\_\_\_\_  
Signature Date

Work products and project work shall be completed consistent with generally-accepted practices for the industry.

## **ATTACHMENT B**

### **AGREEMENT BETWEEN THE COUNTY OF MONO AND DELTA WIRELESS, INC. FOR THE PROVISION OF RADIO SYSTEM SUPPORT, SERVICE AND TRAINING SERVICES ON AN AS-NEEDED BASIS**

#### **TERM:**

**FROM:** July 1, 2017

**TO:** June 30, 2018

#### **SCHEDULE OF FEES:**

The County shall pay Contractor for services and work performed under this Agreement in accordance with Contractor's Schedule of Fees, which is set forth below:

Neither the total sum of all payments made by the County to Contractor for services and work performed under this Agreement, nor the total sum of all payments made by the County to Contractor for services or work performed pursuant to any specific Scope of Work Letter, shall exceed \$250,000. Contractor shall charge and be paid based on actual work performed pursuant to the Scope of Work Letters.

Support and service work will be billed in 15 minute increments of \$22.50, or \$98/hr. Travel time and costs associated with bringing Delta personnel on-site will also apply. Training costs will be quoted based on the time requirements and must be pre-approved by the Mono County IT Director as set forth in individual Scope of Work Letters.

## EXHIBIT 2

### AGREEMENT BETWEEN THE COUNTY OF MONO AND DELTA WIRELESS, INC. FOR THE PROVISION OF RADIO SYSTEM SUPPORT SERVICES AND TRAINING ON AN AS-NEEDED BASIS

#### PREVAILING WAGES AS OF: Date of Scope of Work Letter

##### A. Determination.

Some of the services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement that constitute a public work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is included at the end of this Exhibit.

##### B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

##### C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

##### D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

##### E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

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F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with

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limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**CALIFORNIA LABOR CODE:**  
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

**§ 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**§ 1775. Penalties for violations**

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
  - (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
  - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

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- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
  - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
  - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations**

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
  - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

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(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

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(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

**§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions**

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the

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contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
  - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
  - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be

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required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
  - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
  - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

### **§ 1813. Forfeiture for violations; contract stipulation; report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

### **§ 1815. Overtime**

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Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2017

**Departments: Board of Supervisors**

**TIME REQUIRED**

**SUBJECT** Resolution for Mono Arts Council  
Grant Application

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed Resolution Designating Mono Council for the Arts as the Local Partner for the California Arts Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2017-18 SLPP Grant Application.

### RECOMMENDED ACTION:

Approve Resolution #R17-\_\_\_\_\_, Designating Mono Council for the Arts as the Local Partner for the California Arts Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2017-18 SLPP Grant Application.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5414 / lchapman@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">2017-2018 Resolution for Grant App</a>

### History

Time	Who	Approval
6/14/2017 9:02 AM	County Administrative Office	Yes

6/12/2017 2:52 PM

County Counsel

Yes

6/13/2017 4:17 PM

Finance

Yes



Larry Johnston~District One    Fred Stump~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

*Shannon Kendall, Clerk of the Board*

To:            Honorable Board of Supervisors  
From:         Shannon Kendall, Clerk of the Board  
Date:         June 20, 2017

### **Subject**

Resolution Designating Mono Council for the Arts as the Local Partner for the California Art's Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2017-2018 SLPP Grant Application.

### **Recommendation**

Approve Resolution #R17-\_\_\_\_\_, Designating Mono Council for the Arts as the Local Partner for the California Arts Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2017-18 SLPP Grant Application.

### **Discussion**

This is an annual request from the Mono Council for the Arts designating them as the Local Partner in the SLPP program and supporting their annual grant application.

### **Fiscal Impact**

None.



RESOLUTION NO. R17-\_\_\_\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
DESIGNATING MONO COUNCIL FOR THE ARTS AS THE LOCAL PARTNER  
FOR THE CALIFORNIA ARTS COUNCIL'S STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) AND  
SUPPORTING MONO COUNCIL FOR THE ARTS' COUNCIL'S  
2017-2018 GRANT APPLICATION**

**WHEREAS**, the California Arts Council, a state agency that advances California through the arts and creativity, has created the State-Local Partnership Program (SLPP) in order to foster cultural development on the local level through a partnership between the State and the counties of California. The partnership is established between the California Arts Council and the State's local arts agencies. The nature of this partnership includes funding, information exchange, cooperative activities, and leadership to stimulate and enable individuals, organizations, and communities to create, present, and preserve the arts of all cultures to enrich the quality of life for all Californians; and

**WHEREAS**, the Mono County Board of Supervisors wishes to designate Mono Council for the Arts (MCA), a nonprofit organization that promotes appreciation of the arts and encourages local creative talent through education within Mono County, as the official partner for the SLPP and to authorize and support MCA's 2017-2018 SLPP grant application;

**NOW THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that:

**SECTION ONE:** The Mono Council for the Arts (MCA) is hereby designated as the official partner for the State-Local Partnership Program.

**SECTION TWO:** MCA is authorized to submit a 2017-2018 grant application to the State-Local Partnership Program and such application is supported by Mono County.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote of the Board of Supervisors, County of Mono:

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

\_\_\_\_\_  
**STACY CORLESS, CHAIR  
BOARD OF SUPERVISORS  
COUNTY OF MONO  
APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
**CLERK OF THE BOARD**

\_\_\_\_\_  
**STACEY SIMON  
COUNTY COUNSEL**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2017

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Letter of Opposition AB 1250

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Letter establishing Mono County opposition to AB 1250.

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### RECOMMENDED ACTION:

Authorize Chair to sign and send letter establishing Mono County opposition to AB 1250.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760 932 5415 / tdublino@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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[AB 1250 Opposition Letter](#)

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### History

Time	Who	Approval
6/14/2017 12:19 PM	County Administrative Office	Yes
6/14/2017 12:28 PM	County Counsel	Yes
6/14/2017 1:47 PM	Finance	Yes



Larry Johnston~District One    Fred Stump~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531  
*Shannon Kendall, Clerk of the Board*

June 20, 2017

Honorable Mike McGuire  
Chair, Senate Governance and Finance Committee  
State Capitol Building, Room 408  
Sacramento, CA 95814

**Re:    Assembly Bill 1250 (Jones-Sawyer). Counties: Contracts for personal services.  
      OPPOSE – As amended May 30, 2017**

Dear Senator McGuire:

On behalf of the county of Mono, I am writing to strongly urge you to OPPOSE AB 1250 (Jones-Sawyer). AB 1250 would create burdensome regulations that will unnecessarily complicate and increase the cost of providing vital services within Mono County.

The bill would negatively impact our county's ability to contract with licensed experts, community based organizations, and small local consulting firms. The restrictions AB 1250 places on contracting for county services could jeopardize certain health care, social services, mental health, public safety and community development services.

Mono County contracts for a number of critical services when contracting for those services represents the most cost effective and efficient use of tax dollars. Our contracts already undergo a high level of internal and public scrutiny, and there does not appear to be public interest in solving a non-existent transparency problem.

As a sparsely populated rural County, it is challenging to procure willing and qualified contractors. The County expects the additional requirements of AB 1250 will make our contracting challenges even greater, will provide no commensurate benefit, and will eliminate opportunities to the detriment of our citizens and your constituents.

For instance, the non-profit, Community Service Solutions (CCS), located in the Antelope Valley serves as the employer of record for the In-Home Supportive Services Program. They provide a critical link between IHSS providers and the aged, disabled, and blind recipients they serve. If CCS no longer chooses to contract with the county for these services due to onerous auditing requirements, we'd need to bring on additional staff to provide this function within the county. This would not be cost effective, thus not a good use of taxpayer money.

We contract with Wild Iris Family Crisis and Counseling Center and First 5 Mono County to provide services to at-risk children and families through the Child Abuse Prevention, Intervention and Treatment Program (CAPIT) of California. CAPIT Program rules require funding priority is given to private, *nonprofit agencies* with programs that serve the needs of children at risk of abuse or neglect. These funds fit the very definition of our county partners like Wild Iris and First 5.

Through these funds, Wild Iris provides parenting support and education; supervised visitation; mental health support; advocacy; and respite care. First 5 Mono County provides a research-based home visiting program for families with young children, including those at highest risk of child abuse.

In our Community Development Department, there would be impact to services from local firms that are able and willing to perform small-scale projects for the County. These firms are not well-positioned to respond to additional auditing requirements, and in such a small community have legitimate privacy concerns. Additional contract services that may be effected include transportation planning studies, code enforcement activities, and small trails projects.

It is highly probable these service providers will simply choose not to do business with Mono County if they are required to comply with a new, complex and costly process that does not add value to our working relationship or the services they provide. Additionally, under AB1250 they would be asked to pay for the cost of these burdensome requirements.

By restricting our county's ability to provide services in the most cost-effective manner, AB 1250 will also increase costs for taxpayers and reduce funding available for other local services. For many vital programs, it will not be a matter of who will provide the service but if they can even be offered at all.

Please protect our rural county's need to contract and provide services in the most cost effective manner. Mono County strongly urges you to vote no on AB 1250.

Sincerely,

Stacy Corless, Chair  
Mono County Board of Supervisors

cc: Honorable Members, Senate Governance and Finance Committee  
Honorable Tom Berryhill  
Honorable Frank Bigelow  
Honorable Reggie Jones-Sawyer, California State Assembly  
Honorable Lorena Gonzalez Fletcher, California State Assembly  
California State Association of Counties



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2017

**Departments: Economic Development**

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

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mark Drew - Director, Sierra  
Headwaters Program, California Trout

**SUBJECT** Fish and Game Fine Fund  
Expenditure - Caltrout Mammoth  
Creek Study

### AGENDA DESCRIPTION:

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

Presentation by California Trout on the Mammoth Creek Study, and recommendation by the Mono County Fish and Wildlife Commission at the April 5, 2017 regular meeting to allocate funding from the Fish and Game Fine Fund to support the completion and analysis of the survey study. Scientific fish and wildlife research is a permissible use of the Fish and Game Fine Fund money per the Fish and Game Code Section 13103 article (i).

### RECOMMENDED ACTION:

The Board receive the CalTrout presentation, consider, and approve the recommendation by the Mono County Fish and Wildlife Commission to allocate \$1,000 from the Fish & Game Fine Fund to support the CalTrout Mammoth Creek Study and authorize an increase of appropriations by \$1,000 to be funded from the carryover balance. Requires 4/5th vote.

### FISCAL IMPACT:

Mono County receives roughly \$7,500 on an annual basis from the California Department of Fish and Wildlife. Currently \$11,401 has been budgeted for the 16-17 fiscal year with an additional \$4,000 available in the cash balance. A \$3,500 contract with Eastern Sierra Wildlife Care and \$7,901 for fish stocking are the only expenditures this fiscal year. If approved, the \$1,000 expenditure would be funded from the cash balance. This would result in the remaining available budgeted balance in this account to \$0.00 and bring the remaining cash balance to \$3,000.

**CONTACT NAME:** Mark Drew

**PHONE/EMAIL:** (760) 924-1008 / mdrew@caltrout.org

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Fine Fund Expenditure Uses](#)

[Scope of Work](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/14/2017 8:59 AM	County Administrative Office	Yes
6/13/2017 3:30 PM	County Counsel	Yes
6/14/2017 2:06 PM	Finance	Yes



# MONO COUNTY

## ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-4634 • (760) 924-1697 (Fax)

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

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

### STAFF REPORT

**SUBJECT:** Fish and Game Fine Fund Expenditure.

**RECOMMENDATION:** The Board receive the presentation, consider, and approve the recommendation by the Mono County Fish and Wildlife Commission to allocate \$1,000.00 (One Thousand) from the Fish and Game Fine Fund to support the CalTrout Mammoth Creek Study and authorize an increase of appropriations by \$1,000 to be funded from the carryover balance (requires 4/5ths vote).

**BACKGROUND:** On Wednesday October 5, 2016, The Mono County Fish and Wildlife Commission approved a \$3,000 expenditure out of their discretionary account to help fund the CalTrout Mammoth Creek survey work.

On Wednesday, April 5, 2017, CalTrout returned the Mono County Fish and Wildlife Commission to ask for additional funds to help support funding Ross Taylor and Associates to analyze the data and complete the fish study. The Mono County Fish and Wildlife Commission approved a recommendation for a \$1,000.00 expenditure from the Fish and Game Fine Fund to support the CalTrout Mammoth Creek Study. The agenda item passed 4-0 with no abstentions.

**DISCUSSION:** Scientific fish and wildlife research is a permissible use of the Fish and Game Fine Fund money per the Fish and Game Code Section 13103 article (i).

**FISCAL IMPACT:** Mono County receives roughly \$7,500.00 on an annual basis from the Department of Fish and Wildlife. Currently \$11,401.00 has been budgeted for the 16-17 fiscal year with an additional \$4,000 available in the cash balance. A \$3,500 contract with Eastern Sierra Wildlife Care and \$7,901 for fish stocking are the only expenditures this fiscal year.

If approved, the \$1,000.00 expenditure would be use from the cash balance. This would result in the remaining available budgeted balance in this account to \$0.00 and bring the remaining cash balance to \$3,000.

13102. Expenditures from the fish and game propagation fund of any county shall be subject to the provisions of Division 3 (commencing with Section 29000) of Title 3 of the Government Code.

13103. Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

(a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.

(b) Temporary emergency treatment and care of injured or orphaned wildlife.

(c) Temporary treatment and care of wildlife confiscated by the department as evidence.

(d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.

(e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.

(f) Construction, maintenance, and operation of public hatchery facilities.

(g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.

(h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.

(i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.

(j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 3 percent of the average amount received by the fund during the previous three-year period, or three thousand dollars (\$3,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

(k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.

(l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.

(m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

13104. The department may audit, or require the county to audit, expenditures by the county from its fish and wildlife propagation fund in order to determine compliance with this chapter.

**2016 HOURLY RATE SCHEDULE AND SCOPE-OF-WORK FOR ROSS TAYLOR AND ASSOCIATES  
(RTA) PROVIDING FISHERIES CONSULTING SERVICES TO CALIFORNIA TROUT – MAMMOTH  
CREEK FISH POPULATION SURVEYS**

RTA has been providing a wide range of fisheries services in California since 1998 to private, city, county, state, federal and tribal entities. Ross N. Taylor, owner of RTA, is an American Fisheries Society Certified Fisheries Professional (#3438). Mr. Taylor has participated in 20 years of annual trout population surveys in Rush and Lee Vining Creeks and since 2009 has served as the lead fisheries scientist representing the State Water Resources Control Board for the monitoring of trout populations in Mono Basin streams.

Please check the RTA website at [www.rosstaylorandassociates.com](http://www.rosstaylorandassociates.com) for more information regarding services such as fish passage assessments, technical writing, biological and habitat assessments, and instructional (workshops and training seminars).

**PERSONNEL RATES:**

Consultant and principal investigator: \$95.00/hour.

**OPERATING EXPENSES:**

Equipment Rental Fees: \$250.00/day for electrofishing equipment. This also includes block nets, buckets, dip nets, measuring board, electronic scales, data sheets, etc.

Lodging: GSA rates apply for Mammoth Lakes = \$116/night.

Per Diem: GSA rates apply for Mammoth Lakes = \$74/day.

Mileage: Current GSA rates apply (0.54/mile as of January 2016).

Ross Taylor and Associates  
1254 Quail Run Court  
McKinleyville, CA 95519  
(707)-839-5022  
[rossntaylor@sbcglobal.net](mailto:rossntaylor@sbcglobal.net)

## **TASK DESCRIPTIONS**

Dr. Mark Drew of California Trout requested that RTA develop a scope of work and estimated budget to conduct fish population surveys in Mammoth Creek, consistent with surveys conducted between 1988 and 2008. These previous surveys involved multiple-pass depletion electrofishing at eight locations in Mammoth Creek, between Sherwin Street and the Hot Creek confluence, a distance of approximately nine miles. The eight sites were located within four reaches of Mammoth Creek that were distinguished by differences in channel morphology, stream gradient, riparian vegetation, and substrate size and composition. Each of the eight sample sites were approximately 300 feet in length and typically three depletion passes were made through each site. RTA and a field crew will sample using methods consistent with the previous studies so that comparisons can be made between the 2016 results and the earlier studies. A secondary objective of the 2016 fish sampling is to collect and sacrifice up to 36 trout for tissue samples for testing of methyl-mercury levels.

The following scope and budget includes the following assumptions, which were discussed by Taylor and Drew on 5/26/16:

1. Fish sampling would start on, or shortly after, September 26, 2016 – after Taylor completes his Mono Basin fisheries monitoring. Piggy-backing the Mammoth field work will result in a considerable cost savings in travel expenses and billable time.
2. Taylor will provide one electrofisher unit and all the other field gear required to complete the fish sampling. A second electrofisher will be rented from KNK Aquatic Ecology for \$500, a savings of \$850 when compared to the Smith-Root weekly rental rate of \$1,350.00.
3. Drew/CalTrout will provide at least three field technicians, one with previous experience in operating an electrofisher. The other two should have previous fish netting and data recording experience.
4. Drew/CalTrout conducts field reconnaissance prior to sampling to locate and flag the eight previously sampled sections. Previous studies left rebar stakes and metal tags at the bottom and top ends of all sections; plus the more recent studies took lat/long positions with handheld GPS units. Drew should also pre-select sites appropriate for collection of trout for methyl-mercury testing. **NOTE:** sampling budget accounts for potential that additional sites may be selected for collection of trout methyl-mercury testing.

## **TASK #1 – FIELD WORK**

RTA and three-person crew would conduct electrofishing and habitat characterizations required to generate trout population estimates, biomass and density estimates, age-class structure histograms and to assess condition factors. All captured fish would be identified to species; lengths and weight would be measured and recorded. The electrofishing would entail following methods previously used – three-pass depletions with two electrofishers and two netters. After fish sampling, each section's length and wetted widths would be measured. Habitat would be characterized by pool/run/riffle, with pool depths measured and cover elements assessed using methods consistent with CDFW habitat typing protocols. At pre-determined locations, up to 36 trout would be sacrificed and processed for methyl-mercury testing.

RTA reviewed the previous studies and it appeared that sampling the eight sections required five to six field days. For this scope, RTA has budgeted for six, 10-hour days, primarily to account for working with a new crew without prior knowledge of their experience-level and also to account for unforeseen circumstances such as equipment issues and inclement weather. Also, locations other than the eight sites may be sampled for collection of trout for methyl-mercury testing. Finally, RTA has budgeted one-hour per day for equipment maintenance and QA/QC review of data sheets.

### **Time and Cost Estimate for Task #1**

Consultant: 66.0 hours x \$95/hour = **\$6,270.00**

### **Expenses for Task #1:**

RTA Equipment fee: \$225.00/day x 6 days = \$1,350.00

KNK Aquatic weekly rental: \$500.00

Shipping costs (electrofisher): \$500.00

Lodging: \$116/night x 7 nights = \$812.00

Per Diem: \$74/day x 6.5 days = \$481.00

Mileage: 20 miles/day x 6 days x 0.54/mile = \$64.80

Task #1 Expense Total: **\$3,707.80**

**Task #1 Total Cost: \$9,977.80**

## **TASK #2 – DATA ENTRY AND PROOFING**

Cal Trout's Bishop staff would enter data from field data sheets into Excel spreadsheets. The entered data would then be proofed by RTA with the field sheets to ensure that all the data were entered correctly.

Consultant: 2.0 hours x \$95/hour = **\$190.00**

### **TASK #3 – DATA ANALYSIS AND TECHNICAL REPORT PREPARATION**

RTA will utilize the fish data and wetted channel area (length x average width) to generate the following metrics:

1. Population estimates – for each reach: total estimates and separate estimates (by species) if sufficient numbers of both brown and rainbow trout are captured.
2. Biomass/standing crop estimates – pounds or kilograms of trout per acre or hectare, again total and by species (if feasible).
3. Density estimates – number of fish per mile or kilometer, again total and by species (if feasible).
4. Length-frequency histograms – to assess age-class structure, again total and by species (if feasible).
5. Condition factor – relationship of length versus weight to assess health of fishery, by species.

Analysis of the 2016 data would include comparisons with previously collected data. The data analysis sub-task would also include generating graphs and summary tables for inclusion in the final report.

RTA will prepare a final report comprised of: executive summary, introduction/site description, field methods, data analysis methods, results, and discussion. The results section will provide length/weight/location information of fish collected for methyl-mercury testing; however results of this testing will only be included in the RTA report if results are made available in the expected time-frame of report preparation. A draft report will be prepared and circulated for review and comments. A final report will be completed after comments are provided.

#### **Time and Cost Estimate for Task #3**

1. Data Analysis: 40 hours x \$95/hour = \$3,800.00
2. Preparation of draft report: 60 hours x \$95/hour = \$5,700.00
3. Finalization of report: 20 hours x \$95/hour = \$1,900.00.

**Task #3 Total Cost: \$11,400.00**

**TASKS #1-#3 TOTAL COST = \$21,567.80**

#### **Proposed Tentative Schedule:**

Task #1: September 26 – October 1<sup>st</sup>.

Task #2: Completed by October 15<sup>th</sup>.

Task #3: Draft report distributed by January 15<sup>th</sup>. Comments received by February 1<sup>st</sup>.

Task #4: Final report completed by February 28, 2017.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2017

**Departments: Emergency Medical Services**

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

**SUBJECT** Mutual Aid Agreement with County Fire Districts

**AGENDA DESCRIPTION:**

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

Mutual Aid agreement between the 11 County Fire Districts and Mono County.

**RECOMMENDED ACTION:**

Authorize the Chief of EMS to sign the Mutual Aid Agreement between Antelope Valley, Bridgeport, Mono City, Lee Vining, June Lake, Mammoth Lakes, Long Valley, Wheeler Crest, Paradise, Chalfant Valley and White Mountain Fire Districts and the Mono County Paramedics.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Bob Rooks

**PHONE/EMAIL:** 760-924-4632 / Brooks@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Mutual Aid Agreement</a>

**History**

Time	Who	Approval
6/14/2017 8:58 AM	County Administrative Office	Yes
6/14/2017 11:32 AM	County Counsel	Yes

6/14/2017 2:29 PM

Finance

Yes

# COUNTY OF MONO

## DEPARTMENT OF EMERGENCY MEDICAL SERVICES

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P.O. Box 556 | 193 Twin Lakes Rd. Bridgeport, Ca. 93517 \* (760) 924-1832 \* Mono.ca.gov/ems

April 25, 2017

**To:** Honorable Board of Supervisors  
**From:** Bob Rooks, Chief  
Emergency Medical Services

**Subject:**  
Mutual Aid agreement between the 11 County Fire Districts and the Mono County Paramedics

### **Recommendation**

Authorize the Chief of EMS to sign the Mutual Aid Agreement between Antelope Valley, Bridgeport, Mono City, Lee Vining, June Lake, Mammoth Lakes, Long Valley, Wheeler Crest, Paradise, Chalfant Valley and White Mountain Fire Districts and the Mono County Paramedics.

### **Discussion**

This agreement provides for the sharing of resources between the 11 Fire Districts and County Paramedics and was last signed in 2008, this is an updated version and reflects changes in Chief Officer and Board Member appointments for the 11 Districts.

### **Fiscal Impact**

None.

### **Strategic Plan Alignment**

2016 – 2017 Mono County Focus Areas

- § Public Safety
- § Mono: Best Place to Work

MUTUAL AID AGREEMENT BETWEEN  
ANTELOPE, BRIDGEPORT, LEE VINING, MONO CITY, JUNE LAKE, MAMMOTH  
LAKES, LONG VALLEY, PARADISE, WHEELER CREST, WHITE MOUNTAIN, AND  
CHALFANT FIRE PROTECTION DISTRICTS AND THE MONO COUNTY  
PARAMEDICS, A DEPARTMENT OF MONO COUNTY

RECITALS

**WHEREAS**, the Antelope, Bridgeport, Lee Vining, Mono City, June Lake, Mammoth Lakes, Long Valley, Paradise, Wheeler Crest, White Mountain, and Chalfant Fire Protection Districts (collectively the “fire districts”) and the Mono County Paramedics, a Department within Mono County (“County”) are each authorized to perform fire protection and/or emergency service in order to save lives, protect or save property and the environment within their respective jurisdictions; and

**WHEREAS**, the fire districts and the County recognize that on occasion, there is a need for each to cooperate in the provision of fire protection and/or emergency services; and

**WHEREAS**, the fire districts and the County are each authorized to provide the other with fire suppression and/or emergency services through mutual aid; and

**WHEREAS**, the fire districts and the County each desire to enter into a Mutual Aid Agreement to provide cooperation in connection with fire suppression and emergency services to the others, so long as they do not thereby incur any legal responsibilities over and above the responsibilities presently required by applicable law;

**NOW THEREFORE**, in consideration of the mutual covenants and promises, which the fire districts and the County each acknowledge as adequate consideration, the fire districts and County do agree to the terms and conditions set forth as follows:

1. AUTHORITY.

Government Code 61623.4 and Fire Protection District Law of 1987, Health and Safety Code Section 13800, including subsection 13863 authorize fire districts and Government Code section 23000 *et seq.* authorize the County to enter into mutual aid and automatic aid agreements in connection with fire suppression and emergency medical services.

2. PARTIES.

The parties to this Agreement are the Antelope, Bridgeport, Lee Vining, Mono City, June Lake, Mammoth Lakes, Long Valley, Paradise, Wheeler Crest, White Mountain, and Chalfant Fire Protection Districts, (collectively the “fire districts”)

and the Mono County Paramedics, a Department within the County. The fire districts and the County are sometimes referred to collectively as “Parties” and individually as “Party” in this Agreement.

3. PURPOSE.

The purpose of the Agreement is to specify the manner and means by which each of the Parties will provide fire suppression and/or emergency services assistance to each other.

4. REQUEST FOR MUTUAL AID.

a. Any Party to this Agreement when engaged in fire suppression or emergency service activities within their own jurisdiction, may request assistance from one or more of the other parties.

b. The request for assistance under this Agreement may be made by one Party through its designated official, to the designated official of the other Party (s).

c. A request for assistance under this Agreement may be communicated either verbally, in writing, or through dispatch.

d. When the designated official of the Party receives a request for mutual aid under this Agreement, the official shall promptly acknowledge receiving the request, and as soon as reasonably possible, communicate to the requesting Party, whether mutual aid will be available and the estimated time of arrival at the location specified by the requesting Party.

5. DETERMINATION OF MUTUAL AID ASSISTANCE.

a. The Party from whom assistance is requested under this Agreement, shall, in a reasonably prompt manner, determine whether it will provide fire fighters and/or other emergency personnel, and/or equipment to assist the requesting Party.

b. The Party from whom assistance is requested under this Agreement shall, in its sole discretion, determine the availability of its personnel and equipment to provide mutual aid in the jurisdiction which has requested assistance. The Party who receives the request for mutual assistance, shall not be obligated to provide personnel and/or equipment if it determines, in its sole discretion, that such equipment or personnel could not be made available without compromising fire protection and/or emergency service needs within its own jurisdiction.

c. The Party receiving a request for mutual aid under this Agreement, shall

promptly advise the requesting Party of its determination of what, if any fire fighters and equipment will be made available to provide fire suppression or emergency services within the requesting Party's jurisdiction.

6. OFFICE OF EMERGENCY SERVICES COORDINATION.

The County ("OES") Fire and Rescue Coordinator, or designee, will work closely with the fire chief, or Office of Emergency Services designee, from each fire district during major conflagrations where structures and/or property are involved or threatened. The OES Coordinator may on occasion, when the fire chief or designee is not available, order resources through OES and Unified Command. The OES Coordinator will make every effort to contact the fire chief or ranking officer on the incident to coordinate the ordering of resources through OES.

7. IMPLEMENTATION.

a. When responding to a request by a Party for mutual aid under this Agreement firefighters, officers, other emergency personnel, and equipment while engaged in fire suppression, emergency service, and/or district coverage within the requesting Party's jurisdiction shall be under the direction, control and supervision of the Incident Commander or Chief Officer of the requesting Party's fire district. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the commanding officer of the jurisdiction arriving first to provide mutual aid assistance shall be in command of the incident until relieved.

b. Notwithstanding the provisions of Agreement paragraph 5.a. any Party which provides fire fighter, emergency personnel, or equipment to another Party under this Agreement, may, at any time, and at its sole discretion, withdraw some or all of its personnel or equipment from mutual aid services under this Agreement.

c. The Party Requesting and receiving assistance from the other Party under this Agreement, may not bind, or cause the responding Party to incur any costs or expenses in the performance of this Agreement, except for those costs and expenses normally and customarily incurred in the performance of fire suppression and emergency service activities.

d. Other than as specifically provided for in Agreement paragraph 5.a. no Party to this Agreement shall have the ability to bind the other Party or to control any of its officers, employees, or agents.

e. In providing services under this Agreement, each Party will comply with all federal, state, and local laws, statutes, regulations, and applicable land ordinances.

8. GENERAL FISCAL PROVISIONS.

A Party which receives fire suppression assistance under this Agreement from another Party or Parties shall, at the requesting Party's discretion, either be responsible for providing appropriate fuel, food, and shelter commensurate to the assistance provided by the Party or Parties which provided the assistance, or shall reimburse the cost of fuel, food, and shelter to the party or parties which provided assistance, upon being provided with appropriate receipts for these expenses.

Except as set forth in the preceding paragraph of section 8 of this agreement, a Party which receives assistance under this Agreement shall not be obligated to reimburse the Party or Parties which provided assistance for any damage to equipment, loss of equipment, or other expenses incurred in providing the requested fire suppression and emergency services.

9. DEFENSE AND INDEMNIFICATION.

Each Party to this Agreement shall defend, indemnify, and hold harmless all other Parties to this Agreement, their elected or appointed officials, 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 their agents, officers, and employees. Each Party's obligation to defend, indemnify and hold all other Parties to this Agreement; their elected or appointed officials, agents, officers, or employees harmless, applies to any actual or alleged personal injury, death, or damage, or destruction of tangible or intangible property, including the loss of use of such property. Each Party's obligation under this Agreement paragraph extends to any claim, damage, loss, liability, expense or other costs which is caused in whole or in part by any act or omission of its agents, officers, employees, suppliers or anyone directly or indirectly under its direction, control and supervision.

10. WORKERS' COMPENSATION.

Each Party shall provide and continuously maintain statutory workers' compensation coverage and employer's liability coverage, for not less than the statutorily required amount per occurrence for all of its own employees engaged in providing fire suppression and emergency services assistance under this Agreement.

11. COMPENSATION.

The Parties agree that the personnel and equipment available under this Agreement are roughly equivalent and agree that the availability and provision of such constitute consideration under this Agreement.

12. 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.

13. SUCCESSORS IN INTEREST.

The provisions of this Agreement shall be binding upon and inure to the benefit of all Parties to the Agreement and to their respective successors-in-interest and assigns.

14. WAIVER OF DEFAULT.

Waiver of any default by either Party to this Agreement shall not be deemed to be a waiver or any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be the waiver or any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless this Agreement is modified as provided in Agreement paragraph 12 above.

15. TERM.

This Agreement shall become effective upon the date it is executed as may be authorized by the fire districts and the County. Each Party to this Agreement warrants that it has properly authorized the approval and execution of this Agreement. The Agreement will be in effect until terminated as specified under Agreement paragraph 16.

16. TERMINATION.

This Agreement may be terminated by any Party, without cause, and at will, by giving the other Parties 30 days written notice of such intent to cancel. The termination shall be effective upon the end of the 30<sup>th</sup> consecutive day after the written notice has been sent.

17. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement of the Parties and no representation, inducements, promises, or agreement otherwise between the Parties not embodied in, or incorporated in this Agreement by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the Parties hereto in accordance with the provisions regarding Amendment of this Agreement in Agreement paragraph 12.



Paradise Fire Protection District:

The Mono County Paramedics,  
A Part of Mono County:

---

Mark Daniels, Fire Chief                      Date

---

Bob Rooks                                              Date



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2017

**Departments: Public Works, Solid Waste**

**TIME REQUIRED** 30 minutes (15 minute presentation; 15 minute discussion)      **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino, Acting Solid Waste Superintendent

**SUBJECT** Solid Waste Update and Parcel Fee Program Renewal

**AGENDA DESCRIPTION:**

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

Receive update on Solid Waste program. Adopt Proposed Resolution.

**RECOMMENDED ACTION:**

Adopt proposed resolution #R17-\_\_, Extending and re-establishing the Mono County Solid Waste Fee Program for fiscal year 2017-2018. Provide any desired direction to staff.

**FISCAL IMPACT:**

Approximately \$800,000 in revenue to the Solid Waste Enterprise Fund.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5453 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Schedule A</a>

**History**

Time	Who	Approval
6/14/2017 8:57 AM	County Administrative Office	Yes

6/13/2017 3:37 PM

County Counsel

Yes

6/14/2017 3:25 PM

Finance

Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

**Date:** June 20, 2017  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Assistant CAO / Acting Solid Waste Superintendent  
**Subject:** Solid Waste Parcel Fee Program, FY17-18

## Recommended Action:

1. Approve and authorize the Chair's signature on Resolution No. R17-\_\_\_, "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2017-2018."

## Fiscal Impact:

Countywide, approximately \$800,000 in revenue from fees and interest per year.

## Discussion:

Consistent with applicable provisions of the Government Code, the Board of Supervisors must annually renew the Solid Waste Fee program prior to July 1 to continue the County's assessment of fees on developed land within the unincorporated areas of Mono County and, under agreement with the Town Council, on lands within the Town of Mammoth Lakes.

Adoption of the proposed resolution will provide for a status quo program with no increase to the existing \$60 base fee. Therefore, these are not considered new or increased fees, and as such, the program does not require additional consideration under Proposition 218.

Approval of the proposed resolution (attached to this report as Exhibit 1) will authorize the continuation of the Solid Waste Fee program in unincorporated Mono County, as well as within the Town of Mammoth Lakes, pursuant to the Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Years 2015-2016 through Fiscal Year 2019-2020. There are no proposed changes to the fee schedule for FY 17-18.

The resolution authorizing the Solid Waste Fee Program (see Exhibit 1) will provide for a continuation of the same fee that has been collected by Mono County since 1991, which is based on a \$60 Residential Equivalency Factor (REF). The Solid Waste Fees (as collected on the tax bill) are utilized to satisfy environmental monitoring requirements and closure, post-closure, and corrective action financial assurance requirements for the County's landfills. Remaining fees are used by the Solid Waste Enterprise Fund to offset expenses related to the countywide solid waste program such as recycling programs, HHW management, and operation of the County's disposal sites.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

Tony Dublino  
Assistant CAO / Acting Solid Waste Superintendent

Attachments: Exhibit 1 – Draft Resolution Re-Authorizing the Solid Waste Fee Program for FY 17-18  
Attachment 1 - Schedule A



R17-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
EXTENDING AND RE-ESTABLISHING THE MONO COUNTY  
SOLID WASTE FEE PROGRAM FOR FISCAL YEAR 2017-2018**

**WHEREAS**, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and,

**WHEREAS**, in past years Mono County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement/consent of the Town Council of the Town of Mammoth Lakes, against land in the Town; and,

**WHEREAS**, the Board intends by this resolution to simply extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218.

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

1. The program and schedule of solid waste fees imposed by Resolution No. R16-39 is hereby re-established and extended, effective July 1, 2017, against land within the County, including land within the Town of Mammoth Lakes, pursuant to the SOLID WASTE FEE AGREEMENT WITH THE TOWN OF MAMMOTH LAKES FOR FISCAL YEARS 2015–2016 THROUGH FISCAL YEAR 2019-2020.

- 1 2. Each parcel of land and each of the various waste-generating uses on each parcel in  
2 Mono County shall be identified.
- 3 3. The “residential equivalent” for determination of the fee on lands containing a single-  
4 family dwelling is hereby established as one (1.00). Each parcel or each waste-generating  
5 use on each parcel, or both (as identified herein), shall be accorded the appropriate  
6 “residential equivalent” on the basis of “Schedule A,” attached hereto and entitled “Solid  
7 Waste Generation Factors for Selected Land Uses.” “Schedule A” is incorporated herein  
8 by this reference as if fully set forth, and is made a part of the program established by  
9 this Resolution.
- 10
- 11 4. Annual fees shall be charged to the identified lands or uses on the basis of sixty dollars  
12 (\$60.00) for each “residential equivalent.”
- 13
- 14 5. The Mono County “Solid Waste Fee Program” shall be administered and operated in  
15 accordance with the following policies:

16 A. General Provisions.

- 17 1) There shall be only one fee for each waste-generating use on a parcel of property.  
18 For example, if the landowner is assessed for all uses on his parcel, the individual  
19 waste generating persons or entities using that parcel shall not be assessed.
- 20
- 21 2) Unless the Public Works Director determines that it is fair and equitable to  
22 impose a fee on individual persons or entities generating waste on a parcel, the  
23 landowner shall be charged the full amount due as a result of such waste  
24 generation.

25 B. Residential Uses.

- 26
- 27 1) Each owner of a single-family residence shall pay a fee calculated at the rate of  
28 “one residential unit” or sixty dollars (\$60.00) per year.
- 29
- 30 2) If it is established that the residence is used fewer than 90 days each year, the  
31 owner shall be charged a fee at the rate of one-fourth (0.25) of a “residential unit,”  
32 or fifteen dollars (\$15.00) per year. If it is established that the residence is used

1 six months or less, but more than three months, the owner shall be charged a fee  
2 at the rate of one-half (0.5) of a “residential unit,” or thirty dollars (\$30.00) per  
3 year.

4 3) Mobile homes and individual units in apartments and condominiums shall be  
5 charged a fee in accordance with “Schedule A” and Section 5.B.2 of this  
6 Resolution.

7  
8 4) The minimum fee for residential use shall not be less than one-fourth the yearly  
9 rate for a “residential unit,” or fifteen dollars (\$15.00) per year.

10 C. Other Uses.

11  
12 1) Motels, Hotels, Lodges, and Campgrounds shall be charged a fee in accordance  
13 with a factor established by the “residential equivalent” assigned in “Schedule A.”  
14 Occupancy rate and months open for business may be taken into consideration.

15 2) Ranches and/or farms that dispose their waste on-site, in accordance with Mono  
16 County Health Department approvals, shall not be charged a fee.

17  
18 3) Except as specified or clarified in Section 5.D, all other uses shall be charged a  
19 fee on the basis of the “residential equivalent factor” as set forth in this  
20 Resolution and “Schedule A.”

21 D. Multiple or Complex Uses.

22  
23 1) Except as “Schedule A” may specifically assign a “residential equivalent factor”  
24 for the entire use (e.g., ski base lodge), where a single business entity operates or  
25 leases more than one type of waste generating business or use in a single building,  
26 the owner of the land or business shall be charged a fee on the basis of the use  
27 which has the highest “residential equivalent factor” and the assessment shall be  
28 the total thereof.

29 2) Except as “Schedule A” may specifically assign a “residential equivalent factor”  
30 to the entire use (e.g., shopping center), where individual waste generating  
31 entities operate in more than one building on one or more parcels, each waste  
32

1           generating use shall be assigned the highest “residential equivalent factor” and  
2           the fee shall be the total thereof.

3 E. There shall be no fee on unimproved parcels where waste is not generated.  
4

5 F. There shall be no fee for Special Districts of the County that receive less than six-  
6 tenths of one percent (0.6%) of the countywide property tax allocation.

7 G. Billing and Collection.  
8

9 1) The Public Works Director shall establish the appropriate fee. The billings for  
10 fees shall be based on the ownership status and uses of each parcel as of the first  
11 day of March preceding the fiscal year for which the fee is charged.

12 2) The Mono County Treasurer-Tax Collector shall collect fee payments through the  
13 property tax billing system or, for properties not otherwise receiving a tax bill,  
14 the Public Works Department may bill for and collect fee payments by invoice.  
15

16 H. Appeals.

17 1) A property or business entity who or which has reason to believe that there  
18 should be no fee, that the “residential equivalent factor” has been improperly  
19 determined, or that the amount of the fee has been incorrectly calculated, may  
20 request the appropriate changes by notifying the Public Works Director in writing  
21 of the request no later than 60 days following the date of billing.  
22

23 2) The Public Works Director shall, within 20 days following receipt of the written  
24 request, review the facts presented and certified to by the property owner or  
25 business entity and grant or deny the request. If the request is granted, the Public  
26 Works Director shall prepare an appropriately modified billing, if necessary.  
27 Modified billings shall be due and payable no later than 60 days following the  
28 billing date.

29 3) A property owner or business entity whose request pursuant to Section 5.H.1 is  
30 denied by the Public Works Director shall have the right to appeal that decision to  
31 the Board of Supervisors. The request for hearing shall be submitted to the Clerk  
32

1 of the Board of Supervisors within 30 days from the date of the denial notice  
2 from the Public Works Director.

- 3  
4 4) The Board of Supervisors shall fix a time, date, and place for the hearing of any  
5 such appeal. The Board of Supervisors shall cause notice of the hearing to be  
6 mailed to the applicant not less than 10 days prior to the date set for hearing. At  
7 the hearing, the Board of Supervisors or its selected member(s) shall hear the  
8 applicant and, within five days, order such revision or correction to the fee as the  
9 Board deems just, if any.

10 I. Delinquent Fees.

- 11  
12 1) The Public Works Director shall prepare a list of solid waste fees for each  
13 respective parcel which remain unpaid for a period of 60 or more days after the  
14 date upon which they were billed. A certified copy of the confirmed list shall be  
15 filed with the Mono County Auditor-Controller.
- 16  
17 2) The delinquent solid waste fees set forth in the list shall constitute special  
18 assessments against the respective parcels of land and, upon recordation in the  
19 office of the County Recorder, are a lien on the property in the amount of the  
20 delinquent fees as provided in Government Code section 25831. The assessments  
21 may be collected at the same time and in the same manner as ordinary county ad  
22 valorem property taxes are collected and shall be subject to the same penalties  
23 and the same procedure and sale in case of delinquency as provided for those  
24 taxes. All laws applicable to the levy, collection, and enforcement of county ad  
25 valorem property taxes shall be applicable to the assessment, except as provided  
26 by subdivision (d) of Government Code section 25831.

27  
28 **SEVERABILITY**

29 If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason  
30 held to be unconstitutional, such decision shall not affect the validity of the remaining  
31 portions of this Resolution. The Board of Supervisors hereby declares that it would have  
32 passed this Resolution and each section, subsection, sentence, clause, or phrase thereof

1 irrespective of the fact that any one or more sections, subsection, sentences, clauses, or  
2 phrases be declared unconstitutional.

3  
4  
5 **PASSED, APPROVED and ADOPTED** this 20<sup>th</sup> day of June, 2017, by the following  
6 vote, to wit:

7 **AYES:**  
8 **NOES:**  
9 **ABSENT:**  
10 **ABSTAIN:**

11 \_\_\_\_\_  
12 Stacy Corless, Chair  
13 Mono County Board of Supervisors

14 ATTEST:

15 APPROVED AS TO FORM:

16 \_\_\_\_\_  
17 Clerk of the Board

18 \_\_\_\_\_  
19 County Counsel

**SCHEDULE A**  
**SOLID WASTE GENERATION FACTORS FOR**  
**SELECTED LAND USES**

*MONO COUNTY SOLID WASTE FEE PROGRAM*

<b>ITEM</b>	<b>LAND USE</b>	<b>RESIDENTIAL EQUIVALENT FACTOR</b>
1	Aircraft Repair	1.00
2	Airports	4.00
3	Apartment, per Unit	1.00
108	Arcade	4.00
99	Auto Body & Paint Shop	2.00
4	Auto Service, Major Repairs	4.00
5	Auto Service, Minor Repairs	2.00
6	Auto Service, No Repairs	1.00
7	Bakery	2.00
8	Bank	4.00
9	Barber Shop	1.00
10	Batch Plant	4.00
11	Beauty Shop	1.00
12	Beer Bar	2.00
13	Boardinghouse	4.00
14	Boat Dock	4.00
15	Boat Repair	1.00
16	Boat Sales	1.00
17	Bunkhouse	2.00
18	Cabin, Rented	0.50
19	Campground, per Space	0.25
20	Cannery	4.00
21	Car Wash	2.00
22	Catering	2.00
23	Cinema	3.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
24	Church, with Kitchen	1.00
25	Church, without Kitchen	0.50
26	Cleaners	2.00
98	Commercial Ice Manufacturing	1.00
27	Community Center	1.00
28	Condominium, per Unit	0.50
29	Cookhouse	2.00
106	Correction Facility	1.00
107	Daycare Center	4.00
30	Dormitory, per Bed	0.15
31	Duplex	2.00
32	Fast Food Drive-In, No Seats	2.00
33	Fourplex	4.00
34	Government Housing, per Unit	1.00
35	Grocery Store (< 2,000 sq. ft.)	5.00
36	Grocery Store (2,000 - 40,000 sq. ft.)	10.00
37	Grocery Store (> 40,000 sq. ft.)	50.00
38	Guest House	1.00
39	Hangar	0.50
40	Highway Rest Area	10.00
41	Hospital, per Bed	1.00
101	Hotel, per Unit	0.25
42	Laboratory	1.00
43	Laundromat	3.00
105	Library	4.00
44	Light Industry	2.00
45	Lodge	1.00
46	Lounge	3.00
47	Lumber Yard	4.00
48	Machine Shop	1.00
100	Marine Corps Mtn. Warfare Training Center	103.00
49	Mill	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
103	Mini-Mart	2.00
50	Mini-Storage, per Unit	0.10
51	Mobile Home on Residential Parcel	1.00
52	Mobile Home Park, Spaces Rented	1.00
53	Mobile Home (3 per Parcel)	3.00
54	Mobile Home (2 per Parcel)	2.00
55	Motel, with Kitchen, per Unit	0.50
56	Motel, without Kitchen, per Unit	0.25
102	Museum	4.00
57	Newspaper	4.00
58	Office (< 10 employees)	2.00
59	Office (10-19 employees)	4.00
60	Office (20-28 employees)	6.00
61	Office (> 29 employees)	8.00
62	Pack Station	2.00
63	Park	6.00
64	Post Office	4.00
65	Recreational Facility (0 - 2,000 sq. ft.)	2.00
66	Recreational Facility (> 2,000 sq. ft.)	4.00
67	Repair, Tire	4.00
68	Repair, Truck	4.00
69	Residence	1.00
70	Residence (3 per Parcel)	3.00
71	Residence (2 per Parcel)	2.00
72	Restaurant (0 - 20 seats)	2.00
73	Restaurant (21 - 40 seats)	4.00
74	Restaurant (41 - 80 seats)	8.00
75	Restaurant (> 80 seats)	16.00
76	Retail, Auto Parts	2.00
77	Retail, Drug	2.00
78	Retail, Drug and Variety	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
79	Retail, Gifts	2.00
80	Retail, Hardware	4.00
81	Retail, Liquor	4.00
82	Retail, Other ( 0 - 2,000 sq. ft.)	2.00
83	Retail, Other ( > 2,000 sq. ft.)	4.00
84	Retail, Sporting Goods	4.00
85	RV Park, per Space	0.25
86	Schools, with Food Service, per Student	0.20
87	Shopping Center ( 0 - 10,000 sq. ft.)	4.00
88	Shopping Center (10,001 - 20,000 sq. ft.)	8.00
89	Shopping Center (20,001 - 40,000 sq. ft.)	16.00
90	Shopping Center (40,001 - 80,000 sq. ft.)	32.00
91	Shopping Center ( > 80,000 sq. ft.)	50.00
92	Ski - Base Lodge ( 0 - 4,000 sq. ft.)	4.00
93	Ski - Base Lodge ( > 4,000 sq. ft.)	40.00
94	Studio, Photography	2.00
95	Triplex	3.00
104	USFS Building	4.00
96	Veterinary Hospital	2.00
97	Warehouse	2.00



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2017

**Departments: Finance**

**TIME REQUIRED** 30 minutes (15 minute presentation;  
15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

**SUBJECT** Fiscal Year 2017-18 Recommended Budget

**AGENDA DESCRIPTION:**

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

Adopt a resolution approving the attached recommended budget as the temporary budget for Fiscal Year 2017-18 until the final budget is adopted.

**RECOMMENDED ACTION:**

Adopt proposed resolution #R17-\_\_\_\_, approving the recommended budget for Fiscal Year 2017-18. Provide any desired direction to staff.

**FISCAL IMPACT:**

The total fiscal impact is \$62,670,391, including \$35,843,017 of General Fund and \$26,827,374 of Non-General Fund expenditures.

**CONTACT NAME:** Janet Dutcher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Schedule of Appropriations by Fund</a>

**History**

Time

Who

Approval

6/15/2017 8:07 AM	County Administrative Office	Yes
6/14/2017 12:27 PM	County Counsel	Yes
6/14/2017 5:18 PM	Finance	Yes



# DEPARTMENT OF FINANCE COUNTY OF MONO

---

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5490 • FAX (760) 932-5491

*Gerald Frank*  
Assistant Finance Director  
Treasurer-Tax Collector

*Janet Dutcher, CPA, CGFM*  
Finance Director

*Stephanie Butters*  
Assistant Finance Director  
Auditor-Controller

**Date:** June 20, 2017  
**To:** Honorable Board of Supervisors  
**From:** Janet Dutcher, Director of Finance  
**Subject:** Requested (Temporary) Budget for Fiscal Year 2017-2018

**Recommended Action:**

Adopt proposed resolution #R17-\_\_\_\_, approving the recommended budget for Fiscal Year 2017-18, including appropriations of \$62,670,391. Provide any desired direction to staff.

**Fiscal Impact:**

The total fiscal impact is \$62,670,391, including \$35,843,017 of General Fund and \$26,827,374 of Non-General Fund expenditures.

**Discussion:**

Government Code 29000 et seq. is known as the County Budget Act and describes the procedures and timelines required for development and adoption of the County's annual budget. Section 29064(a) states that "On or before June 30 of each year the board, by formal action, shall approve the recommended budget, including the revisions it deems necessary for the purpose of having authority to spend until the budget is adopted." Mono County has historically adopted a temporary budget based on the prior year's budget, excluding fixed assets and operating transfers.

While tradition remains the same, the terminology has changed. What used to be known as the Temporary budget is now the Recommended Budget. Adoption of this budget will provide sufficient spending authority to continue County operations until the final budget is adopted no later than October 2<sup>nd</sup> by Resolution of the Board of Supervisors.



RESOLUTION NO. R17-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
ADOPTING A RECOMMENDED BUDGET AS THE TEMPORARY BUDGET FOR  
FISCAL YEAR 2017-2018**

**WHEREAS**, the Board has adopted, on a permanent basis, the procedure prescribed by Government Code section 29000 et seq. regarding creation of a recommended budget; and

**WHEREAS**, the County desires to use a temporary budget appropriation as its Recommended Budget to operate from July 1, 2017, until a final budget for Fiscal Year 2017-2018 is adopted;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that a recommended budget for Fiscal Year 2017-2018 be adopted in the amount of sixty two million, six hundred seventy thousand, three hundred ninety one dollars\_ (\$62,670,391), which is the budget for Fiscal 2016-2017 less the appropriations for fixed assets and operating transfers.

PASSED AND ADOPTED this 20th day of June, 2017, by the following

Vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

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

\_\_\_\_\_  
Stacy Corless, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

MONO COUNTY  
Proposed Temporary Budget  
Appropriations by Fund  
Fiscal Year Ending June 30, 2018

FUND NAME	2016/17 Actuals CYTD	2016/17 Revised Budget	2017/18 Temporary Budget Proposed
<b>GENERAL FUND Total</b>	26,979,224	39,356,346	35,843,017
<b>FISH ENHANCEMENT Total</b>	110,256	125,950	125,950
<b>CONWAY RANCH Total</b>	68,626	92,003	92,003
<b>FISH AND GAME FINE FUND Total</b>	-	7,600	7,600
<b>TOURISM COMMISSION Total</b>	290,269	468,579	468,579
<b>GENERAL FUND GRANT PROGRAMS Total</b>	14,519	132,000	132,000
<b>GEOHERMAL Total</b>	224,112	330,504	330,504
<b>GEOHERMAL TRUST FUND Total</b>	-	-	-
<b>SOCIAL SERVICES Total</b>	3,253,653	5,431,476	5,205,380
<b>EMPLOYERS TRAINING RESOURCE Total</b>	32,043	138,752	138,752
<b>DSS-WARAPAROUND (FOSTER CARE) Total</b>	29,194	184,248	37,529
<b>DSS FEMA EMERGENCY FOOD/SHELTER Total</b>	-	-	-
<b>DSS-BIRTH CERT CHILDREN'S TRUST FUND Total</b>	20,301	30,625	30,625
<b>BEHAVIORAL HEALTH Total</b>	1,074,874	1,684,301	1,684,301
<b>BEHAVIOR HEALTH - MENTAL HEALTH SERVICES ACT Total</b>	670,447	1,670,026	1,670,026
<b>PUBLIC HEALTH Total</b>	1,870,433	2,701,341	2,698,964
<b>PUBLIC HEALTH EDUCATION (TOBACCO) Total</b>	112,899	152,377	152,377
<b>BIO-TERRORISM - PUBLIC HEALTH Total</b>	275,330	325,572	325,572
<b>SHERIFF NARCOTIC FORFEITURES Total</b>	416	-	-
<b>SHERIFF AUTO FINGERPRINT ID Total</b>	3,599	-	-
<b>SHERIFF - TERRORISM GRANT - OES Total</b>	73,426	89,990	89,990
<b>COUNTY DNA ID FUND Total</b>	4,703	-	-
<b>DA PRE-DIVERSION PROGRAM FUND Total</b>	6,500	-	-
<b>LAW LIBRARY Total</b>	-	13,150	13,150
<b>COUNTY LOCAL REV FUND 2011(Publ Saf Realignment) Total</b>	1,031,716	2,769,108	-
<b>STATE-RURAL CRIME AB443-REALIGNMENT 2011 Total</b>	199,885	-	-
<b>STATE - COPS AB 3229-REALIGNMENT 2011 Total</b>	187,551	-	-
<b>COUNTY SERVICE AREA #1 CROWLEY Total</b>	241,073	1,167,800	959,300
<b>COUNTY SERVICE AREA #2 BENTON Total</b>	7,681	19,100	19,100
<b>COUNTY SERVICE AREA #5 BRIDGEPORT Total</b>	93,459	394,847	181,847
<b>COUNTY-WIDE SERVICE AREA Total</b>	58,260	70,650	106,285
<b>CLERKS MODERNIZATION FUND Total</b>	-	-	-
<b>CROWLEY AREA PUBLIC INFORMATION Total</b>	607	-	-
<b>2015 FEBRUARY WIND/FIRE STORM Total</b>	17,360	541,038	194,876
<b>ROAD FUND Total</b>	2,852,283	4,219,156	4,219,156
<b>ROAD FUND - STATE &amp; FEDERAL CONSTRUCTION FUNDS Total</b>	23,053	201,106	122,261
<b>CDBG Total</b>	165,148	937,000	686,602
<b>CAPITAL IMPROVEMENT PROJECTS Total</b>	270,251	1,516,153	963,595
<b>ACCUMULATED CAPITAL OUTLAY Total</b>	-	162,692	-
<b>DEBT SERVICE FUND Total</b>	499,677	979,660	887,362
<b>AIRPORT ENTERPRISE FUND Total</b>	517,680	665,102	111,542
<b>CAMPGROUND ENTERPRISE FUND Total</b>	23,806	43,947	43,947
<b>CEMETARY ENTERPRISE FUND Total</b>	11,332	21,728	17,080
<b>SOLID WASTE ENTERPRISE FUND Total</b>	1,850,128	3,102,391	2,457,391
<b>SOLID WASTE SPECIAL REVENUE Total</b>	-	680,000	-
<b>MOTOR POOL Total</b>	697,721	1,037,012	862,941
<b>INSURANCE INTERNAL SERVICE FUND Total</b>	1,514,940	1,687,591	1,612,591
<b>COMPUTER REPLACEMENT POOL Total</b>	25,003	109,168	109,168
<b>COPIER POOL Total</b>	48,749	87,278	69,028
<b>Grand Total</b>	<b>45,452,187</b>	<b>73,347,367</b>	<b>62,670,391</b>
<b>General Fund</b>	26,979,224	39,356,346	35,843,017
<b>Non General Fund</b>	18,472,963	33,991,021	26,827,374
<b>Grand Total</b>	<b>45,452,187</b>	<b>73,347,367</b>	<b>62,670,391</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2017

**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): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--------------------------------------------------------------------------

**History**

**Time**

**Who**

**Approval**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2017

**Departments: Paramedics**

**TIME REQUIRED** PUBLIC HEARING - 1:00 p.m. (30 minutes)

**PERSONS APPEARING BEFORE THE BOARD** Chief Bob Rooks

**SUBJECT** Proposed Resolution Adopting Fee Schedule for Emergency Medical Services

### AGENDA DESCRIPTION:

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

Proposed resolution adopting emergency medical services fee schedule for fiscal year 2017-2018.

### RECOMMENDED ACTION:

Adopt proposed resolution #R17-\_\_, adopting fee schedule for Emergency Medical Services for Fiscal Year 2017-2018. Provide any desired direction to staff.

### FISCAL IMPACT:

Except for the "no transport fee", this fee schedule provides for a 5% increase over the FY 2014/15 fees, for a potential increase of \$50,000 in billing revenue. The Department's recommendation to eliminate the "no transport fee" does not adversely impact annual billing revenue.

**CONTACT NAME:** Anne Larsen

**PHONE/EMAIL:** 760 924-1707 / alarsen@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">ICEMA Fee Schedule 2017-18</a>
<a href="#">Proposed EMS Fee Resolution</a>
<a href="#">Proposed Fee Schedule</a>
<a href="#">ICEMA Fee Workup Sheet</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/14/2017 12:23 PM	County Administrative Office	Yes
6/12/2017 9:21 AM	County Counsel	Yes
6/14/2017 3:52 PM	Finance	Yes

# COUNTY OF MONO

## DEPARTMENT OF EMERGENCY MEDICAL SERVICES

---

P.O. Box 556 | 193 Twin Lakes Rd. Bridgeport, Ca. 93517 \* (760) 924-1832 \* Mono.ca.gov/ems

June 1, 2017

**To:** Honorable Board of Supervisors  
**From:** Bob Rooks, Chief  
Emergency Medical Services  
**Subject:** Ground Ambulance Transport Fees

### **Recommendation**

Adopt fee schedule per resolution R17-xxx for EMS ground transport providers for FY 2017/18 within Mono County.

### **Discussion**

Inland Counties Emergency Medical Authority (ICEMA) reviews the ground ambulance transport fees for each County under its jurisdiction on an annual basis. Fees are adjusted based on a survey of 6 similar areas and the measured price change in the consumer price index (CPI) for medical and transportation.

These fees were last updated for Mono County in FY 2014/15 and are reflected in resolution R14-43. The authority for ICEMA to review and recommend changes to the ground transport fees are provided under the EMS Act and as the contracted Local Emergency Medical Authority (LEMSA) for Mono County.

These fees will apply to all ground ambulance transportation units in Mono County.

### **Fiscal Impact**

This fee schedule provides for a 5% increase over the FY 2014/15 fees, for a potential increase of \$50,000 in billing revenue.

### **Strategic Plan Alignment**

2016 – 2017 Mono County Focus Areas

- § Public Safety
- § Mono: Best Place to Work



# Inland Counties Emergency Medical Agency

*Serving San Bernardino, Inyo, and Mono Counties*

*Tom Lynch, EMS Administrator*

*Reza Vaezazizi, MD, Medical Director*

**DATE:** March 23, 2017

**TO:** EMS Ground Transport Providers - Mono County

**FROM:** Tom Lynch  
EMS Administrator

**SUBJECT: FY 2017-18 AMBULANCE RATE ADJUSTMENT  
EFFECTIVE JULY 1, 2017 - JUNE 30, 2018**

The following represents the ICEMA approved ambulance rate adjustments for Inyo County Ground Ambulance Providers, effective July 1, 2017. The attached "Ground Ambulance Service Rate Definitions" will be utilized in the application of the rates.

Ambulance Rate Components	Base Rate FY 2016-17	Increase CPI + County Comparison	Final Rate FY 2017-18
	Rural/Wilderness Operating Areas	Rural/Wilderness Operating Areas	Rural/Wilderness Operating Areas
Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,658.00	\$82.90	\$1,740.90
ALS Non-transport	\$375.00	\$18.75	\$393.75
Basic Life Support (BLS) Rate	\$1,234.00	\$61.70	\$1,295.70
Emergency Fee	\$81.55	\$4.08	\$85.63
Oxygen	\$161.77	\$8.09	\$169.86
Night Charge	\$186.76	\$9.34	\$196.10
Critical Care Transport	\$1,784.51	\$89.23	\$1,873.74
Mileage (per mile or fraction thereof)	\$37.00	\$1.85	\$38.85
Wait Time	\$69.91	\$3.50	\$73.41
EKG	\$103.10	\$5.16	\$108.26

\* Base rates all-inclusive except for item charges identified on this charge master.

If you have any questions regarding the above listed rates, please contact me at (909) 388-5823 or via e-mail at [tom.lynch@cao.sbcounty.gov](mailto:tom.lynch@cao.sbcounty.gov) or George Stone, Program Coordinator, at (909) 388-5807 or via e-mail at [george.stone@cao.sbcounty.gov](mailto:george.stone@cao.sbcounty.gov).

TL/GS/jlm

Attachment

c: File Copy

# Ground Ambulance Service Rate Definitions

## Mono County

Effective July 1, 2017

*NOTE: Rates are allowable only upon transport of a patient.*

### ***BLS All Inclusive Base Rate:***

1. When an EMT staffed ambulance responds to a call; or
2. When an advanced life support (ALS) or limited advanced life support (LALS) staffed ambulance responds to a scheduled call when not requested and/or ALS or LALS intervention is not provided.

### ***ALS All Inclusive Base Rate:***

Any response of an approved ALS (paramedic) or LALS (AEMT) transport provider to a request for service. This charge will include, but not necessarily be limited to, the provision of the following:

1. An authorized ALS or LALS staffed and equipped ambulance response.
2. Care modalities including cardiac monitoring, telemetry, IV administration, drug administration, defibrillation, blood draw, wound dressing, splinting and disposable first aid and medical supplies related to such care and treatment.
- 3.

### ***ALS Non-transport:***

When an approved ALS or LALS transportation provider responds to an EMS (9-1-1) patient but transportation did not occur. This fee is not charged if:

1. Cancelled prior to arrival or assessment.
2. Public request for response to non-injury incident (no public safety or primary party request).
3. No patient found.

### ***Emergency:***

Applies to BLS All Inclusive Base Rate when a BLS scheduled response is upgraded to emergency status either in response or during transport. **This charge is included in the ALS All Inclusive Rate and cannot be charged in addition to the ALS All Inclusive Rate.**

### ***ECG Monitoring:***

Applies when ECG Monitoring is performed as per protocol or base hospital order. **This charge is included in the ALS All Inclusive Base Rate and cannot be charged in addition to the ALS All Inclusive Base Rate.** In most cases, this charge is broken out as a line item for Medi-Cal which does not recognize the charge in the ALS All Inclusive Base Rate.

### ***EMS Aircraft - Appropriate fee for service:***

EMS ground transportation providers may charge All Inclusive Base Rate when;

1. Ambulance personnel and/or equipment are directly involved in patient care prior to the transport and transfer of patient(s) to EMS aircraft.
2. Provider's supplies and/or procedures are utilized at rate specified in current Mono County ambulance rates.
3. Approved mileage rate from point of transport by ground ambulance to transfer site to EMS aircraft.

***Mileage:***

Applies for each patient mile or fraction thereof from point of pick-up to destination.

***Night:***

Applies for services provided between the hours 1900 and 0659, military time.

***Oxygen:***

Applies for services provided whenever oxygen is administered. This charge is inclusive of material such as tubing, masks, etc., which may be used for the administration of oxygen.

***Wait Time:***

Applies to scheduled calls and is charged per 15 minutes of waiting time, or portion thereof, after the first 15-minute period lapse occurs when an ambulance must wait for a patient at the request of the person/organization hiring the service. This rate is not contractual “stand-by” charge rate for special events.

***Specialty Care Transport:***

Applies to transportation provider’s medical personnel at a level not in a paramedic’s scope of practice; or utilization of specialized equipment or specialized vehicle, based upon patient’s needs. Examples of Specialty Care Transport may include Neonatal incubator and/or team transport, Bariatric unit transport, high-risk maternal team transport, ALS Respiratory Therapist transport or other licensed medical personnel.



R17-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADOPTING FEE SCHEDULE FOR  
EMERGENCY MEDICAL SERVICES FOR FISCAL YEAR 2017-2018**

**WHEREAS**, Mono County departments are authorized and directed by applicable provisions of state law and the Mono County Code to provide various services, including emergency medical services;

**WHEREAS**, applicable provisions of state law and the Mono County Code authorize the County to charge fees for the services of its departments in amounts not to exceed the County's cost of providing such service;

**WHEREAS**, service fees now charged by Mono County for emergency medical services require adjustment to more accurately reflect the actual cost of providing such services;

**WHEREAS**, Mono County has established adjusted service fees specifically related to the direct cost to provide emergency medical services for fiscal year 2017-2018;

**WHEREAS**, all adjustments to service fees charged for emergency medical services provided by Mono County which are reflected in the attached exhibit reflect no more than the actual cost to provide the service, and do not exceed the maximum fees permitted pursuant to applicable law;

**WHEREAS**, by definition, service fees for emergency medical services are not a 'tax' and are exempt from voter approval pursuant to California Constitution Code Article XIIC, section 1, paragraphs (e)(1) [charge for specific benefit conferred]/ (2) [charge for specific service provided]);

**WHEREAS**, the Mono County Board of Supervisors has conducted a duly noticed public hearing regarding the proposed adjusted service fees for emergency medical services set forth in the attached exhibit in accordance with applicable law;

**WHEREAS**, based on the testimony presented at public hearing, and the oral and written staff report presented to the Mono County Board of Supervisors in connection with the public hearing, the Board finds and determines that the adjusted service fees for emergency medical services set forth in the exhibit to this Resolution will not exceed Mono County's costs of providing the emergency medical services for which fees are charged; and

1           **WHEREAS**, the interests of transparency, efficiency and convenience would be  
2 furthered by publishing a publicly available list of fees charged by Mono County for emergency  
3 medical services.

4           **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
5 **MONO RESOLVES:**

6           **SECTION ONE:** The fee rates for emergency medical services set forth on the exhibit  
7 attached hereto are hereby adopted and shall take effect as of July 1, 2017. Any fees for  
8 emergency medical services or other services provided by Mono County not modified by the  
9 exhibit attached hereto shall remain in full force and effect.

10           **SECTION TWO:** This resolution shall not supersede or repeal any minute order or  
11 other resolution of the Board, except to the extent that the amount of an existing fee is expressly  
12 increased or otherwise modified by this Resolution.

13           **SECTION THREE:** The Mono County Finance Director is directed to maintain and  
14 make available for public inspection the list of fees for emergency medical services provided by  
15 Mono County attached as an exhibit hereto.

16           **PASSED, APPROVED and ADOPTED** this \_\_\_ day of June 2017, by the following vote  
17 of the Mono County Board of Supervisors:

18           **AYES:**  
19           **NOES:**  
20           **ABSENT:**  
21           **ABSTAIN:**

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Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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Clerk of the Board

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County Counsel

MONO COUNTY EMERGENCY MEDICAL SERVICES  
GROUND AMBULANCE RATES EFFECTIVE July 1, 2017

Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,740.90
ALS Non-Transport	No Charge
Basic Life Support (BLS) Rate	\$1,295.70
Emergency Fee	\$85.63
Oxygen	\$169.86
Night Charge	\$196.10
Critical Care Transport	\$1,873.74
Mileage (per mile or fraction thereof)	\$38.85
Wait Time (per 15-minute interval)	\$73.41
EKG	\$108.26

**Ambulance Rate Adjustment Calculation**  
SAN BERNARDINO COUNTY

	A	B	C	
	Adjustment Year	Previous Year		
<b>CPI Index</b>	<b>2016</b>	<b>2015</b>	<b>% change</b>	
CPI Medical (CUURA421SAM)	459.741	427.143	7.63%	1 $(A_1 - B_1) / B_1 = C_1$
CPI Transportation (CUURA421SAT)	191.320	199.787	-4.24%	2 $(A_2 - B_2) / B_2 = C_2$
<b>Average CPI % change</b>			<b>7.04%</b>	3 $(C_1 * 0.95) + (C_2 * 0.05) = C_3$
Calculated Percentage (C <sub>4</sub> )			10.55%	4 $(C_3 * 1.5) = C_4$
CPI Percentage Increase (See Assumptions)		5.00%		

Ambulance Rate Components	Base Rate		Increase		Base Rate w/CPI Adj.	
	FY 2016-2017 Rate		C <sub>4</sub> x Base Rate		FY 2017-2018 Rate	
	Urban Operating Areas	Rural/Wilderness Operating Areas	Urban Operating Areas	Rural/Wilderness Operating Areas	Urban Operating Areas	Rural/Wilderness Operating Areas
Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,447.66	\$1,592.42	\$72.38	\$79.62	\$1,520.04	\$1,672.04
Basic Life Support (BLS) Rate	\$868.59	\$955.45	\$43.43	\$47.77	\$912.02	\$1,003.23
Emergency Fee	\$255.39	\$280.95	\$12.77	\$14.05	\$268.16	\$294.99
Oxygen	\$158.41	\$174.24	\$7.92	\$8.71	\$166.33	\$182.95
Night Charge	\$182.85	\$201.17	\$9.14	\$10.06	\$192.00	\$211.23
Critical Care Transport	\$1,715.90	\$1,887.48	\$85.79	\$94.37	\$1,801.69	\$1,981.85
Mileage (per mile or fraction thereof)	\$26.86	\$26.86	\$1.34	\$1.34	\$28.21	\$28.21
Wait Time	\$47.96	\$47.96	\$2.40	\$2.40	\$50.36	\$50.36
EKG	\$109.05	\$109.05	\$5.45	\$5.45	\$114.50	\$114.50

County	ALS Base Rate	BLS Base Rate	Effective Date	Current Status
Orange County	\$1,179.05	\$748.96	8/1/15	Updated
Kern County	\$1,972.91	\$1,718.58	7/1/16	Updated
Riverside County	\$1,322.92	\$1,050.60	7/1/15	Updated
Ventura County	\$1,652.25	\$865.75	7/1/16	Updated
<b>Total</b>	<b>\$6,127.13</b>	<b>\$4,383.89</b>		
<b>Average of all counties</b>	<b>\$1,531.78</b>	<b>\$1,095.97</b>		

	ALS Base Rate	BLS Base Rate
San Bernardino County = Combined Urban & Rural Average	\$1,596.04	\$957.62
Average of all counties	\$1,531.78	\$1,095.97
Difference	-\$64.26	\$138.35
<b>Multi-County Percentage Difference</b>	<b>-4.02%</b>	<b>14.44%</b>
<b>Multi-County Percentage Increase (See Assumptions)</b>	<b>0.00%</b>	<b>5.00%</b>

Base Rate + (C<sub>4</sub> x Base Rate) = Final Rate

San Bernardino County Urban and Rural/Wilderness Operating Areas Rate Comparison Adjustment	Base Rate w/CPI Adj.		Increase		Final Rate	
	FY 2017-2018 Rate		County Comparison		FY 2017-2018 Rate	
	Urban Operating Areas	Rural/Wilderness Operating Areas	Urban Operating Areas	Rural/Wilderness Operating Areas	Urban Operating Areas	Rural/Wilderness Operating Areas
Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,520.04	\$1,672.04	\$0.00	\$0.00	\$1,520.04	\$1,672.04
Basic Life Support (BLS) Rate	\$912.02	\$1,003.23	\$45.60	\$50.16	\$957.62	\$1,053.39

\$72.38	\$79.62
\$89.03	\$97.93
↑ shaded total of both CPI & county comparison increases for "Notification worksheet (tab 3)"	



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2017

**Departments: Public Works, Facilities**

**TIME REQUIRED** 1:30 p.m. - 1 hour (15 minute presentation; 45 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

**SUBJECT** Conway Ranch Update

**AGENDA DESCRIPTION:**

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

Presentation by Tony Dublino regarding current operations at Conway Ranch, and future opportunities and amendment of Memorandum of Understanding (MOU) with Caltrans to extend date for implementation of Phase II activities on Conway Ranch (i.e., inclusion of the eight remaining residential lots in conservation easement.)

**RECOMMENDED ACTION:**

1. Approve and authorize chair to sign amendment to MOU. 2. Consider update and future management options, direct staff to identify willing buyers of Conway Ranch, return to Board with available options by October 2017.

**FISCAL IMPACT:**

None at this time.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5453 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Caltrans MOU Extension</a>
<input type="checkbox"/> <a href="#">Annual Report and Operations Plan</a>

**History**

Time

Who

Approval

6/15/2017 8:07 AM	County Administrative Office	Yes
6/14/2017 12:37 PM	County Counsel	Yes
6/15/2017 12:48 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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Post Office Box 457 • 74 North School Street • Bridgeport, California 93517  
(760) 932-5440 • Fax (760) 932-5441 • monopw@mono.ca.gov

Jeff Walters, Public Works Director

Garrett Higerd, PE  
Assistant Director

**Date:** June 20, 2017  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Assistant CAO  
**Subject:** Conway Ranch Update

**Recommended Action:** Receive presentation and provide direction to staff.

- 1. Approve Chair signature on Caltrans MOU Amendment**
- 2. Consider update and future management options, direct staff to identify willing buyers of Conway Ranch, return to Board with available options by October 2017.**

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

**Discussion:**

## **Caltrans MOU**

The County and Caltrans entered an MOU in 2013 describing the process of creating the Conservation Easement and how the Caltrans grant restrictions would be lifted within the aquaculture area. Since that time, the agreement has been extended several times as the final issues have been identified and worked out. At this time, the final 8 lots within the subdivision have been surveyed with encroachments removed, and are ready for acceptance by the land trust. This process will not likely occur prior to June 30, however, so another extension is necessary at this time.

## **2016 Annual Report and 2017 Operations Plan**

The 2016 Annual Report and 2017 Operations Plan has been prepared, has been reviewed by ESLT and was the subject of a public meeting on June 7 in Lee Vining. Based on feedback from that meeting, some minor changes were made to the document including a revision of past statements on the status of aquaculture activities, as well as clarifications to discussion of potential grazing activities in 2017. The Final Report is included with this item.

As discussed in the Report, one of the most pressing issues at Conway Ranch at this time is the question of grazing this summer of 2017. Following the Board's decision not to renew the sheep grazing lease, FIM Corporation terminated the grazing lease that allowed them the right to graze in 2017. Because 2017 has been such a banner year in terms of water, there is a great deal of feed available on the Ranch. Without a grazing operator to utilize that feed, it will likely result in increased wildland fire fuel and thatch.

Staff believes the best option for this summer is to seek a cattle grazing operator who is willing to perform small scale grazing activities. The concept is to coordinate with agencies

about the best timing and methods to avoid significant impacts to sage grouse and water quality, and to perform the appropriate level of environmental review prior to entering into a grazing lease.

### **Current activities**

Staff efforts are currently focused on irrigation. The Virginia Creek water right as well as the Mill Creek water rights are currently being used at Conway Ranch for the purposes of irrigation, preserving habitat values, and maintaining and enhancing wetlands.

There have also been volunteer efforts this spring on Conway, in coordination with ESLT. These efforts have resulted in the cleanout of thousands of feet of irrigation ditches, invasive weed eradication, and fence flagging for the protection of sage grouse.

### **Future Management Options for Conway Ranch**

At the March 7, 2017 Board meeting, staff was directed to look into alternative management approaches for Conway Ranch, including the concept of selling the property to an appropriate entity.

There appear to be only two paths forward: One is to sell the property to an entity who has the capacity to manage Conway Ranch in compliance with the Conservation Easement, and the second is to invest General Fund dollars into a long-term plan and subsequent management of Conway Ranch

#### *Option 1: Selling Conway Ranch*

The sale of Conway Ranch is a process that is possible, but will involve approval by numerous agencies. First among those are the three agencies whose grants funded the acquisition in 1998 and 1999 (Caltrans, the National Fish and Wildlife Foundation, and California State Parks) and the next approval is by the Eastern Sierra Land Trust who holds the Conservation Easement on the property.

Each of these agencies have been approached and seem receptive to the idea, should their respective interests and purpose for the grants be preserved.

County staff and California State Parks are continuing discussions about exactly what kind of entity could accept the property, as there is some question as to their specific regulations.

#### *Option 2: Investing in Long-Term Planning and Management of Conway Ranch*

If the County wishes to maintain ownership of Conway Ranch, it is imperative that the County invest in the property. This investment could be in the form of an in-house County employee charged with management and planning of Conway Ranch activities, or it could be through contract to the right person or firm.

Ideally, this investment would include long-term planning that would provide much-needed prioritization and visioning for Conway Ranch, as well as environmental review of the various proposals all at once.

### *Discussion*

By acquiring the Conway Ranch in 1998, the County accomplished a major feat in the preservation of the Mono Basin's historic, habitat, and scenic values. That effort was

furthered by the development and issuance of the Conservation Easement in 2014. At this time, the long-term preservation of Conway Ranch has been assured.

Managing the property in accordance with those values, and advancing efforts at Conway, will require staff that possess knowledge of irrigation, range management, aquaculture, and water rights, as well as necessary outreach and political skills. Although the County has staff with relevant education and experience in many of these fields, they are not currently assigned to the project and doing so would mean they would have to leave other responsibilities.

The idea of continuing County management of Conway Ranch also elicits a number of philosophical questions. Is this manner of resource management and land management part of the County's core mission? Should the County utilize tax dollars to provide this level of management? What is the benefit to our citizens by selecting to do so? How would continued County management of this property in the future lend itself to an improved outcome for County residents and visitors? Since the County has met preservation goals, perhaps another agency is better suited to perform this work of long-term resource management?

The recommended action reflects staff's belief that another agency may be better suited to manage Conway and assume the public and physical responsibility of this complicated property. By identifying potential buyers, the County can better understand the actual opportunities and potential issues that may exist.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino  
Environmental Services Manager

Attachments: Conway Ranch 2016 Annual Report and 2017 Operations Plan

**SEVENTH AMENDMENT OF THE CONWAY RANCH MOU**

THIS SEVENTH AMENDMENT OF the Conway Ranch Memorandum of Understanding (SIXTH AMENDMENT) is ENTERED INTO as of June 20, 2017, between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the COUNTY OF MONO, a political subdivision of the State of California, referred to herein as "COUNTY". The State and County are sometimes referred to herein as "the parties."

**RECITALS**

1. The parties hereto entered into a Memorandum of Understanding (MOU) on May 20, 2013 defining the terms and conditions regarding the Conway and Mattly Ranches.
2. The MOU has been amended six previous times, for various reasons, most recently on June 16, 2015.
3. The parties have completed "phase one" of the transaction discussed in the MOU and are now working on "phase two."
4. Through this seventh amendment, the parties wish to extend the deadline for implementation of MOU provisions with respect to "phase two" until July 1, 2018.

**IT IS THEREFORE MUTUALLY AGREED**

1. The second sentence of the last paragraph of the Roles and Responsibilities portion of the MOU is amended in its entirety to read as follows: "The parties have until December 1, 2014, to implement all provisions of this MOU with respect to phase one; and the parties have until July 1, 2018, to implement all provisions of this MOU with respect to phase two."
2. All other terms and conditions of the MOU not hereby amended remain in full force and effect and are hereby incorporated by reference and reaffirmed by the parties.

**EXECUTION**

The parties have executed and entered into this Seventh Amendment through their authorized representatives whose signatures are below.

Mono County

Approved as to form:

\_\_\_\_\_  
Stacy Corless, Chair  
Date: \_\_\_\_\_

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

California Department of Transportation

\_\_\_\_\_  
Brent L. Green  
District 9 Director  
Date: \_\_\_\_\_

# Conway Ranch 2016 Annual Report and 2017 Operations Plan



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**June 2017**

Prepared by:

Mono County Department of Public Works  
PO Box 457  
Bridgeport, CA 93517



## Table of Contents

- I. Introduction
- II. 2016 Public Meetings and Outreach
- III. 2016 Operations
  - a. Irrigation
    - i. Virginia Creek Water Rights
    - ii. Wilson (Mill) Creek Water Rights
  - b. Grazing
  - c. Aquaculture
  - d. CDFW 1600 Streambed Alteration Agreement Requirements
  - e. Enhancements and Maintenance
- IV. 2017 Tentative Operations (numbered in coordination with the Conservation Easement)
  - (1.1) Aquaculture
    - 1.1.a – groundwater extraction
  - (1.2) Livestock grazing
  - (1.3) Irrigation
  - (1.4) Small-scale organic agriculture
  - (1.5) CDFW Streambed Alteration Agreement Requirements
  - (1.6) Noxious plants
  - (1.7) Mono County – Bureau of Land Management Memorandum of Understanding for Collaborative Management of the property
  - (1.8) Southern California Edison Powerhouse Tailrace and associated infrastructure
  - (2) Public access, public recreation, public education, and infrastructure related to such uses
  - (3) Protection of historic resources
  - (4) Any alternate nonprofit or county commercial use of the property other than aquaculture or grazing compatible with protection of conservation values
  - (5) Construction, maintenance, and repair of the property’s roads and trails
  - (6) Communications with funders, lessees, easement holder, and regulatory agencies
  - (7) Restoration, enhancement, and study of natural resources
  - (8) Property restoration upon cessation of aquaculture or livestock grazing operations
  - (9) Any other activities and uses that the County may wish to include which are not otherwise expressly addressed in the conservation easement

## Appendices

- A. Conway Ranch Outreach Summary
- B. Letters and correspondence
- C. 2016 SCE Lundy Powerhouse Flow Summary
- D. 2016 Conway Ranch Irrigation Log

## **I. Introduction**

2016 was a relatively quiet year at Conway Ranch, with historic irrigation and grazing activities occurring on the property, minor irrigation system improvements, and invasive species eradication comprising the majority of the activities in the ranch.

Aside from the above activities occurring on the ground, 2016 was a year of continuing data collection, information gathering, and planning for the future management of the Ranch. An approach to future management and planning for the Ranch was initiated but was eventually abandoned, and the Board initiated discussion of a possible sale of Conway Ranch to an appropriate entity. There were significant developments relating to grazing, as the County Board decided not to renew the domestic sheep grazing lease on the Ranch in deference to concerns over Sierra Nevada Bighorn Sheep. Following the Board's decision not to renew, the current grazing operators terminated their lease, leaving the 2017 grazing season without a designated grazer at this time.

Work towards implementing "Phase 2" of the conservation easement also occurred. The County had specific lots surveyed and worked to eliminate encroachments onto County property with the intent of including some or all of those properties in the second phase of the easement.



Sage grouse

## **II. Public Meetings and Outreach**

The Board of Supervisors considered Conway Ranch issues at two meetings in 2016, and have had two so far in 2017. Both 2016 meetings were to discuss the need and preparation of a Strategic Facility Plan for Conway Ranch that would help guide future decisions and prioritize resources. The 2017 meetings surrounded the issuance of a request for proposals from grazing operators.

The concept of a Strategic Facility Plan was embraced by the Supervisors early in 2016, but was halted in December 2016, as an environmental group focused on stopping domestic sheep grazing created concerns of litigation relating to the document. Once it became clear that such a policy-level document may expose the County to litigation, the effort was officially abandoned.

The public outreach had already been conducted, however, so the Board directed staff to prepare a summary of that outreach. It is included as Appendix A. With the Strategic Plan halted, the effort to provide prioritization and direction for Conway Ranch will have to take another form in the years to come.

In early 2017, the Board considered grazing on two separate occasions, and in March rendered a decision that domestic sheep grazing would not be renewed on Conway Ranch due to concerns over possible disease transmission to endangered Sierra Nevada Bighorn Sheep.

Following these meetings, the Board directed staff to investigate long-term management options for Conway Ranch, including the potential sale of the property to an appropriate agency. This research will be presented to the Board on June 20, and discussion is expected to continue throughout 2017.

The annual meeting for the public and agencies to consider this 2016 Annual Report and 2017 Operations Plan was held on June 7, 2017 in Lee Vining. Comments from that meeting have been incorporated into this document.

#### ***Other correspondence***

The County received a letter from the Conway Ranch Homeowners Association in August 2016, alleging that irrigation had not been occurring and that there was major habitat damage as a result. The claims in that letter were refuted by a County response. Both are included in Appendix B.

### **III. 2016 Operations**

#### **a. Irrigation / Water Rights**

2016 irrigation of Conway Ranch was conducted in accordance with the 2016 OP. Irrigation was again limited by drought conditions, as the flow from Lundy powerhouse was relatively low despite the winter's near-normal precipitation. The irrigation specialist replaced a few earthen diversions with sliding head gates, improving the accuracy of water distribution on North Conway and Mattly. All County water rights, to the available limit, were applied for irrigation, habitat maintenance and wetland enhancement purposes.



Wilson Creek

A report of flows provided by SCE is included in Appendix C, detailing flows from the SCE tailrace as well as the Upper Conway Ditch. A log of irrigation during the 2016 season is included as Appendix D. Mill Creek water rights were also gaged at several locations and times throughout the irrigation season by the Mono Lake Committee, and can be obtained by contacting the Mono Lake Committee.

***i. Virginia Creek Water Rights***

In 2016, the County's decreed water right was available for only a few months of the irrigation season. This limited the available water for irrigation. During grazing seasons, a small flow of stock water was turned on which allowed grazers were able to water their animals.

In 2015, the Virginia Creek Diversion was improved across private property at Conway Summit by the property owner. This improved flow across the property in that portion of the conveyance, but issues remain both above and below the private property. The County has a 6cfs water right but the current conveyance does a poor job of carrying and delivering the water. The section of ditch between the private property and the Ranch is in need of major improvements. This would require approval and review by CA DFW as well as BLM, and represents a longer term maintenance issue. There may be an opportunity to get NRCS on site to help shoot elevations on ditch above the private property, and eliminate flat spots which is another reported issue. There is potential to increase the existing feed on North Conway if the full 6cfs were received.

Irrigation ditches on the BLM section of Conway Ranch appear to be in good condition. There is a need to bring in a culvert to permanently protect the historic structure from damage. The BLM could use more water for wetland and habitat enhancement and maintenance, if it were available. This would help

them to do more irrigating in areas that have been drying up during the extended drought. Additional checks/gates near the cabin would also help to move water around North Conway.

The sediment basins at North Conway were in acceptable condition until the deluge of January and February. They are now in need of cleaning, as they have been filled with significant amounts of sediment that came down off Conway Summit. BLM has requested the dirt be delivered to the historic structure so it can be utilized there.

***ii. Mill Creek Water Rights (Wilson Creek)***

Both the Upper Conway Ditch and the Lower Conway Ditch continue to need maintenance in a few places. Some minor improvements were made during the irrigation season, including improved slide gates and some building up of banks, but some work remains.

With a near-normal 2016 water year, there was a period during runoff when an attempt to recharge the recently cleaned out Lower Conway ditch was possible. This effort involved running approximately 3-4 cfs beyond the Mattly meadow through the Lower Conway ditch with the intent of delivering the water to the western edge of North Conway Ranch. The attempt went on for approximately 5 days, but the water continually infiltrated the ditch and after 5 days, had not made it to the culvert at US 395. The attempt was abandoned at that time.

The wetland enhancement areas downstream from the aquaculture area were irrigated after Mattly Ranch irrigation was closed for the season. The irrigation effort succeeded in generating widespread growth of hydrophytic vegetation and willows. Irrigation flowed to the end of the County's Conway Ranch property, adjacent to the developed homes within the subdivision, and provided water in the final reach of ditch for the first time in several drought years.

**b. Grazing**

In 2017, FIM Corporation grazed Conway Ranch approximately 70 days. Total numbers of animals had not been reported as of the publication of this Report.

At the County's request, the sheep were brought onto Mattly Ranch first so they might be taken off the property as soon as possible and avoid the rutting season of the Sierra Nevada Bighorn Sheep (SNBS). The animals were brought onto Mattly Ranch on August 16<sup>th</sup> and were taken off August 28<sup>th</sup> for a total of 12 days on Mattly. The 2016 operations plan said they would arrive "as early as July but probably August," so their arrival was in accordance with the 2016 plan. Due to the prevalence of spring and early summer precipitation, their arrival was somewhat delayed as feed in the BLM allotments was better than expected. All sheep were moved to Conway Ranch after August 28<sup>th</sup>, trailed off Conway Ranch on September 20, returned on October 7<sup>th</sup> and left for the season on October 30.

During the ESLT annual visit on September 8<sup>th</sup> and 27<sup>th</sup>, the property was walked for compliance with the conservation easement. Representatives from FIM Corp (Floyd Rathbun, Max) were present at the September 8<sup>th</sup> visit. The monitoring visit once again noted sheep accessing the Wilson Creek riparian area. It was explained to FIM representatives that this practice did not comply with the grazing lease,

nor the conservation easement. There were some areas on Mattly Ranch where sedges had been grazed below the required 4" stubble height, although the average of all stubble height was not below 4".

The sheep spent the rest of the season on the Conway portion of the Ranch. Due to the absence of aquaculture activities, sheep were able to graze in and around the aquaculture area, south of Wilson Creek. The Bowl meadow is somewhat thatched, and may need to be mowed, burned, or some other method to return the meadow to a more graze-able and productive condition.

**c. Aquaculture**

There were no aquaculture activities during 2016. Due to drought conditions, there was not enough water to justify maintenance of the aquaculture ponds on the site. As a result, the aquaculture raceways and ponds were used only for the purposes of moving irrigation water.

**d. CDFW Streambed Alteration Agreement Requirements**

The Conway Ranch Enhancement Plan (approved as part of the 1600 permit) contained certain measures meant to enhance wildlife habitat on the property. In 2016, there were no aquaculture demands for water from a pipeline, so the Old Bell Ditch was charged with water at several times during the season. The County rotated irrigation through the enhancement areas for several weeks during the summer season.



Herd of Mule Deer in Enhancement Area

#### **e. Enhancements/Maintenance**

There were several enhancements and maintenance projects that were performed during 2016:

1. Regular irrigation ditch cleanout and maintenance work (by County staff and Irrigation Specialist).
2. Filled standing steel poles with rocks to eliminate bird mortality (volunteers and County staff).
3. Improvements installation of sliding head gates to improve water distribution (Irrigation Specialist)
4. Invasive weed eradication from Mattly Ranch (County staff, ESLT)
5. Working with adjacent property owners on encroachment issues to facilitate Phase 2 implementation

### **IV. 2017 Tentative Operations**

#### **(1.1) Aquaculture**

Although there are no specific plans for aquaculture in 2017 as of this time, there is public interest in resuming some form of aquaculture at Conway Ranch. Activities being considered during the 2017 season include the continuing collection of data relating to the quantity and quality of surface and ground water. No other improvements or operations are being considered at this time.

##### ***(1.1.a) Groundwater Extraction***

There are no current plans for groundwater extraction in 2017. There may be a proposal to explore groundwater quality, or a proposal to conduct a groundwater study which would require extended pump-testing, but the extraction and use of water for aquaculture purposes is not anticipated in 2017.

#### **(1.2) Livestock Grazing**

Following the 2016 grazing season and throughout the winter, staff was working on plans to monitor and improve grazing in 2017. Following the Board's February decision to not renew sheep grazing lease, the lease that would have permitted 2017 grazing was terminated by the lessee. This has created the possibility that grazing may not occur in 2017.

Staff believes the best approach for Conway and Mattly Ranches is to procure a temporary grazing operator for the 2017 season. Provided the substantial amount of feed that is growing up due to the extreme water year, it does not seem to be a good year to not graze the land. There is high resource value in the feed, and the risk that glut of feed will turn into wildfire fuel or thatch is also high.

As such, staff is interested in pursuing a willing grazing operator. Such grazing will be cattle (not sheep), and the concept is to severely limit the scale, and associated environmental impact. An appropriate level of environmental review would occur prior to any County decision to enter into a grazing lease.

### **(1.3) Irrigation**

At the writing of this Report, irrigation has already begun. Without aquaculture or anticipated grazing, irrigation is in support of habitat and wetland enhancement.

#### ***(1.3.a) Virginia Creek Water Rights***

The Virginia Creek Diversion was turned on in accordance with the County's water right (1860 decree=2.5cfs; 1863 decree=6cfs total) 5/17/17, once snow had melted from the diversion structure. The ditch is in need of maintenance, and in its current state is not capable of conveying the County's full 6cfs water right. Available water from the Virginia Creek Diversion will be spread across the North Conway Meadow in accordance with past irrigation practices. The irrigation of North Conway Meadow will continue until the diversion is shut off due to weather, but no later than September 15th.

#### ***(1.3.b) Mill Creek Water Rights (Wilson Creek)***

Mattly Ranch will be the first meadow to receive water from Wilson Creek. This is intended to bring up feed as soon as possible. Watering on Mattly, to be conducted through the Upper Conway and Lower Conway Diversions, will proceed on a rough schedule of two weeks on (until puddling) and two weeks off (until dry). The Wilson Creek water will rotate between use on Mattly Ranch and the Aquaculture Area, where it will be utilized on the Bowl Meadow and the Enhancement Areas. This schedule will continue throughout the summer season.

If available, water will be put into the Lower Conway ditch in an effort to move toward the end of the ditch and begin enhancement of habitat at the northwestern corner of the ranch. This effort will be monitored closely to help determine the long-term feasibility of that recovery effort.

The ditches below aquaculture area, in the 1600 permit enhancement area, an effort will be made to clear out willows from the ditches (by hand, with loppers), to provide access through the willows to the diversion structures.

### **(1.4) Small-scale organic agriculture**

There are no plans for development of agriculture on Conway Ranch in 2017.

### **(1.5) CDFW Streambed Alteration Agreement Requirements**

Water will be placed in the historic Bell Diversion Ditch until irrigation efforts require higher flows, at which time flow will run through pipeline. The old Bell ditch will be charged with water several times throughout the summer. The enhancement areas will be watered intermittently, saturating and drying out various enhancement areas. At this time, the Float Tube Pond will be utilized only to get water into the outlet and downstream.

### **(1.6) Noxious plants**

Removal of sprouting Russian Thistle and Woolly Mullein along the raceways within the Aquaculture Area, as well as Mattly Ranch, for spring 2017. Removal of bull thistle and woolly mullein in the springs is also a potential project for the year, should resources permit.

**(1.7) Mono County – Bureau of Land Management Memorandum of Understanding for Collaborative Management of the property**

There are no plans to alter the MOU with the BLM in 2017.

**(1.8) Southern California Edison Powerhouse Tailrace and associated infrastructure**

There are no plans relating to SCE tailrace and associated infrastructure in 2017.

**(2) Public access, public recreation, public education, and infrastructure related to such uses**

There are no specific plans at this time to develop access, recreation or education programs on Conway Ranch in 2017.

**(3) Protection of historic resources**

There are no specific plans for protection of historic resources in 2017.

**(4) Any alternate nonprofit or county commercial use of the property other than aquaculture or grazing compatible with protection of conservation values**

No such activities are planned in 2017.

**(5) Construction, maintenance, and repair of the property's roads and trails**

Cleaning out of the sediment basin along north Conway is planned for the fall of 2017. No other activities are planned in 2017.

**(6) Communications with funders, lessees, easement holder, and regulatory agencies**

In 2017, there will be meetings with each of these groups as this Annual Report and Operations Plan is distributed, and the input process begins. The final document will be presented to the Board of Supervisors at a regular meeting.

**(7) Restoration, enhancement, and study of natural resources**

There is interest in continuing water quality, and quantity studies in 2017. There are no specific plans for enhancement, aside from compliance with the 1600 permit.

**(8) Property restoration upon cessation of aquaculture or livestock grazing operations**

Although there are no current aquaculture or grazing activities on the property at this time, it is anticipated they will resume at the earliest opportunity. No restoration relating to the temporary cessation of aquaculture or grazing activities are planned in 2017 other than removal of invasive plant species.

**(9) Any other activities and uses that the County may wish to include which are not otherwise expressly addressed in the conservation easement**

No such activities are contemplated at this time.

# Conway and Mattly Ranch 2016 Public Outreach Summary

## *Introduction*

In October of 2015, County staff presented the concept of a developing a “Conway Ranch Strategic Facility Plan” to the Board of Supervisors. The intent of the Plan would be to obtain clear Board direction on the process and priorities for future activities at Conway Ranch.

Among the ideas considered were aquaculture, grazing, irrigation, historic preservation, recreation, and habitat maintenance and enhancement.

Based on Board direction, in March and April of 2016 staff arranged and held a series of public workshops and meetings to discuss the intent and purpose of a Strategic Facility Plan, and to obtain input on various ideas and potential projects for the property.

Following those public meetings, staff presented a Draft to the Board of Supervisors on May 10, 2016. During that meeting, the Board raised questions about California Environmental Quality Act (CEQA) compliance and discussed the intent of the document – chiefly, whether it was approving activities, or if it was a non-binding policy document. The intent was to be the latter, so the document was further refined in accordance with that intent.

Before staff presented the resulting Draft to the Board, the County received correspondence about the document and its consideration of domestic sheep grazing. This correspondence constituted a significant risk of litigation, asserting that any “Plan” may be construed as an action subject to review under CEQA.

In order to complete an appropriate CEQA analysis, each project in the document would require individual analysis—but none of the concepts were developed to the extent they could be analyzed under CEQA. They were mere concepts that could be developed into projects, pending additional Board direction. In consideration of this complicating issue, in December 2016 the Board directed staff to halt the development of the Plan, and to prepare a summary of the public outreach that had been conducted.

This summary is the result of that Board request, and is available to the public and the Board for their information and consideration as action items relating to Conway emerge in the future.

### Purpose and Design of Workshops

The workshops in Lee Vining and Bridgeport were designed to allow stakeholders and members of the public to identify priorities, and offer comments on potential projects at Conway Ranch. This was accomplished by sticking one of 10 ‘dots’ on a given project (thereby indicating a personal priority), and/or writing comments onto a post-it note and sticking to a placard.

Project Placards were created for any idea that had been suggested, discussed, or requested in recent years at Conway Ranch. Attendees were also provided “Blank” project placards to create their own project, in case something had been overlooked.

The below image is an example of the placard created for a “Groundwater Study,” following public input.

**Project:**  
Groundwater Study

**Description:**  
Project would pump test existing well and others as necessary to determine safe yield for groundwater.



**Potential Partners:**  
Aquaculture operator

**SUGGESTIONS?**

WILL CONWAY WELLS DRAW WATER FROM AQUIFER THAT SUPPLIES MONO CITY WELL?  
HOW MANY WELLS WILL BE DRILLED?  
WHAT PERCENT OF CONWAY RANCH WATER WILL COME FROM WELLS VS. SURFACE WATER?

FOR TEST WELLS & OTHER WELLS? WHAT KIND OF MONITORING EQUIPMENT WILL BE USED TO DETERMINE WATER TABLE LEVEL?  
WHAT METERING EQUIPMENT WILL BE USED TO DETERMINE AMOUNT OF WATER PUMPED FROM WELLS?  
WHAT AGENCY WILL MONITOR WATER TABLE AND AMOUNTS OF WATER EXTRACTED?

THE ONLY AS A PART OF AN OVERALL HYDROLOGIC STUDY OF THE NORTH MONO BASIN

WILL PUMPING DATA AND WATER TABLE LEVEL INFO BE AVAILABLE TO PUBLIC?  
WILL MONO COUNTY INSURE MONITORING WELLS TO PROTECT MONO CITY WELLS?

This is probably only necessary if the aquaculture area/program begins again. Should be the responsibility of the aquaculture operator.

Seems necessary IF aquaculture operation continues

**PRIORITY?:** ● ● ● ● ●

(in this case, the resulting ‘priority’ for a Groundwater Study was a 7)

The following project placards were developed by staff:

- *Aquaculture Request for Bids*
- *Asphalt Recycling*
- *Bowl Meadow Treatment*
- *Conway Access*
- *Corral Renovation*
- *Diversion Flow Measurement*
- *Diersion and Ditch Maintenance*
- *Education and Interpretive Programs*
- *Fence Removal and Repair*
- *Groundwater Study*
- *Historic Barn*
- *Interpretive Signage*
- *Invasive Weed Control*
- *Irrigation Efficiency*
- *Livestock Fencing*
- *Organic Agriculture*
- *Recreation Activities*
- *Off-Channel Stock Water*
- *Tailwater Aquaponics*
- *Recreation Trails*
- *Virginia Creek Diversion Improvements*

The following “Blank” project placards were developed by attendees in Lee Vining and were included in the Bridgeport Workshop:

- *Do Nothing*
- *Water Recreation Area*  
*RFP Regarding Livestock Grazing*
- *Group Function and General Recreation*

The following “Blank” project placards were developed by attendees in Bridgeport. Lee Vining attendees did not have the opportunity to view or comment:

- *Sheep Grazing*

Additionally, attendees were asked to provide input on the issue of *Funding Priorities* for Conway Ranch Improvements, with an individual placard asking where funding should come from.

### *March 15, 2016 Lee Vining Workshop*

The Lee Vining Workshop was held in the Lee Vining Community Center. Tabular results from the Lee Vining Workshop are included as Appendix A.

The Lee Vining meeting was attended by approximately 15-20 people. Attendees included local citizens, county officials, elected officials, and several individuals representing wildlife agencies or other groups affiliated with Sierra Nevada Bighorn Sheep recovery efforts. All were encouraged to participate as any individual citizen would, and their input is included as part of the results.

Additional comments from some attendees were received following the meeting and are included in Appendix D.

### *March 23, 2016 Bridgeport Workshop*

The Bridgeport Workshop was held in Memorial Hall in Bridgeport. Tabular results from the Bridgeport Workshop are included as Appendix B.

The meeting was attended by 10-15 people, including local citizens, local ranchers, marina operators, former Mono County Supervisors, and a representative from FIM Corporation. All participated as individuals, and their input is part of the results.

Additional comments from some attendees were received following the meeting and are included in Appendix D.

### *April 13, 2016 Mono Basin RPAC*

The Mono Basin RPAC considered the Draft Strategic Facility Plan as an item on their Regular Agenda. At the meeting, several concerns and comments were made. The topics included:

- Concerns over the use of pesticides for management of invasive weeds.
- The need for a detailed 'natural resources inventory' for Conway Ranch prior to making decisions about the property.
- The Strategic Facility Plan was repetitive of some material in the Conservation easement, and since the County will have to operate within those confines, another exhaustive effort is not necessary.
- Interest in coordinating with the CDFW habitat connectivity plan.
- Desire for water conservation efforts to be focused on Mono Lake, thereby letting Conway become a natural riparian corridor.
- Concerns about climate change and continuing drought, may render some plans impossible over time. Request that "Potential Funding Source" be included with prioritization to allow for better understanding of fiscal impacts of a given project.
- Disbelief that invasive weed control would be polled as the number one concern, stating that such a designation is a matter of perception.
- Plan should include or link to other documents such as Conservation Easement, Grants, and 1600 permit.
- Document needs to address protocol for amendment and revision.

***Mono Basin RPAC requested the item be on the next agenda, but did not issue a recommendation or comment as a group. Some individual Mono Basin RPAC members submitted comments directly, included in Appendix D.***

#### *April 21, 2016 Bridgeport RPAC Summary*

The Bridgeport RPAC considered the Draft Strategic Facility Plan as an item on their Regular Agenda. At the meeting, several comments were made. The topics included:

- Group consensus that the aquaculture facility would have the biggest cost benefit to the County revenue, and that economic stimulus should be the main concern.
- Discussion of the various benefits of aquaculture, including 'rent fish' and possessory interest taxes, and the possibility of developing County notoriety and branding relating to a quality hatchery.
- Floyd Rathbun, as a representative of FIM corp, provided a written document calling for further analysis and definitions to specific sections in the Strategic Facility Plan stated throughout the letter (the letter is now included in Appendix D).
- Livestock management would be more difficult if different types of livestock were on ranch at the same time.
- Why have cattle not been considered for grazing? Encouraged the consideration of cattle in future grazing leases.
- Interest in more economic information, such as the value of aquaculture, and the value of grazing.
- Potential for commercial use of property, with any constraints from grants or easement, needs to be nailed down.
- Need "Return on Investment" column on the prioritization page.
- Noted that the nature of this open space is a result of the irrigation established on the site, and the preservation of this wetland depends on active irrigation; otherwise, it will be restored to sagebrush steppe with a riparian corridor.
- Concern that the workshops and related prioritization will be considered the de facto public opinion when in fact it represents a vocal minority.

***Bridgeport RPAC motioned to have a resolution from the RPAC regarding the Conway SFP to be an action item for the next scheduled meeting.***

(the resulting Bridgeport RPAC letter is included as Appendix C)

#### *May 3, 2016 June Lake CAC Summary*

The group was not provided a copy of the Strategic Facility Plan in advance, so they wanted more time to review. Requested that the item be on the next CAC meeting, when they will consider aspects of the project that may impact June Lake, and will comment accordingly.

Copies were distributed to other CAC members and the Historical Society for potential comments. Following additional time for review, the CAC returned the following comments:

“As was discussed Tuesday night at the CAC, our recommendation for public uses are a Fish hatchery to support Mono County's economy, preservation of Wilson Creek flow and habitat and maintain historic values for future generations.”

Conway Ranch Home Owners Association  
PO Box 112  
Lee Vining CA 93541

August 15, 2016

County of Mono  
Board of Supervisors  
c/o Clerk of the Board  
Post Office Box 715  
Bridgeport CA 93517

Dear Honorable Board of Supervisors:

The Conway Ranch Home Owners Association would like to call your attention to the destruction of miles of wildlife habitat on Conway Ranch. The Mono County Conway Ranch Strategic Plans 2014 through 2016 state your contracted irrigation specialist, FIM Corporation has been successful in their irrigation duties. We, however, respectfully disagree with this conclusion since there are large stretches of willow habitat that have not been irrigated for many years and are now dead and dying. FIM Corporation is only irrigating areas of the property that financially benefit FIM and are only present on the ranch during late summer and fall. Many species of wildlife have evacuated the area.

We have attached your map depicting the numbered irrigations locations. All 10 numbered areas are either dead or dying. Also attached is your Conway Ranch Strategic Plan cover photograph that clearly reflects the destruction.

You were charged with the protection of this valuable resource. Please let us know when and how you will restore the neglected areas.

Sincerely:

Conway Ranch Home Owners Association

cc: Caltrans  
Deputy District Director of Planning Ryan Dermody  
500 South Main Street Bishop CA 93514

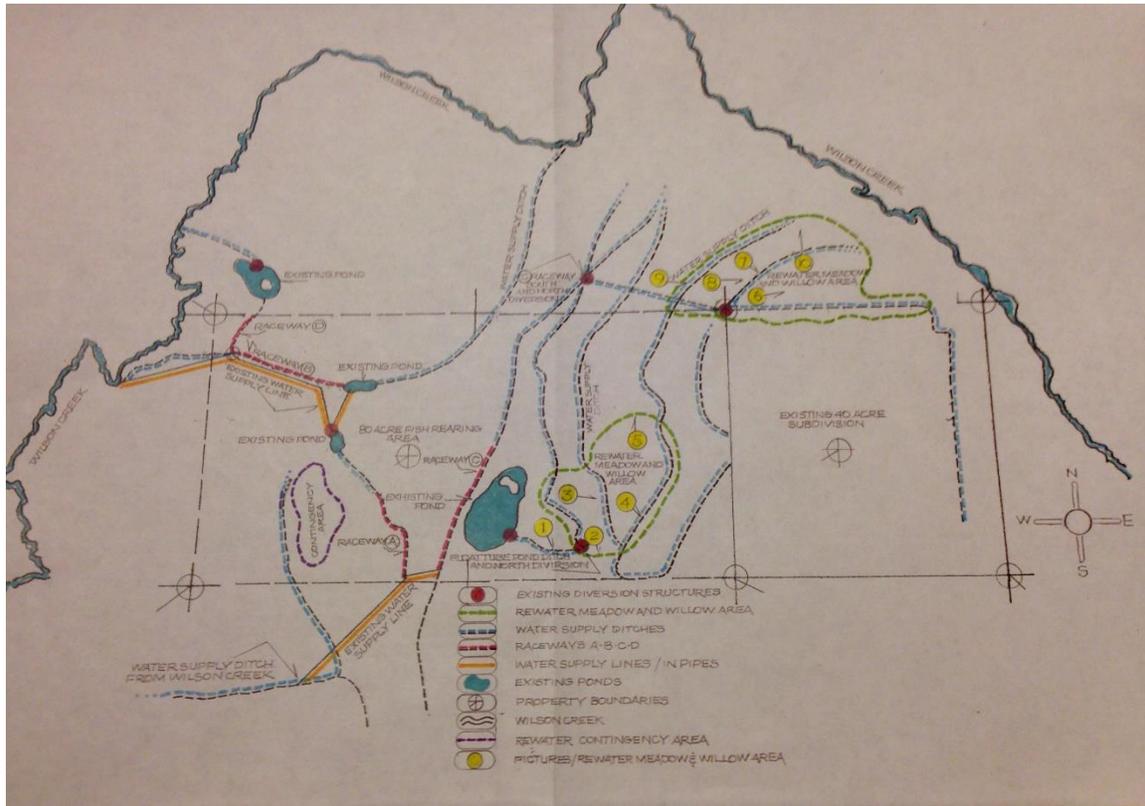
California Department of Fish and Wildlife  
Central District Office Lieutenant Mark Ghosop  
1234 East Shaw Avenue Fresno CA 93710

California Department of Fish and Wildlife  
Habitat Conservation Planning Branch  
1416 Ninth Street 12th Floor Sacramento CA 95814

California Department of Fish and Wildlife  
Bishop Field Office James Erdman  
787 North Main Street Suite 220 Bishop CA 93514

Eastern Sierra Land Trust  
Post Office Box 755 Bishop CA 93515

### Conway Ranch Irrigation Map



Conway Ranch Strategic Facility Plan Cover Photograph 2014 and 2016





# 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](mailto:monopw@mono.ca.gov)

Jeff Walters, Public Works Director

Garrett Higerd, PE  
Assistant Director

September 20<sup>th</sup>, 2016

Conway Ranch Home Owners Association  
PO Box 112  
Lee Vining, CA 93541

Members of the Conway Ranch Home Owners Association (HOA):

The County has received the HOA letter dated August 15, 2016. The County understands the HOA is a group of property owners who own one of 8 lots adjacent to the County's Conway Ranch. We sincerely appreciate the HOA's interest in the habitat of the Conway Ranch, but must dispute the accuracy of many statements and characterizations in the letter.

The County strongly disagrees that there is any "destruction of wildlife habitat" as the letter states. Since the HOA did not make clear any specific locations, we are forced to assume that the HOA is referring to habitat within the 75-acre aquaculture area close to your properties, and not the other 725 acres of the Ranch. Within those 75 acres, there are signs of drought-stressed vegetation due to an unprecedented 4-year drought cycle, but nothing that can rightfully be called "destruction."

There is no such thing as the "Mono County Conway Ranch Strategic Plans 2014 through 2016" as the letter cites. The HOA is probably referring to the 2014 Annual Report and 2015 Annual Report. The letter states that the Reports "state ... FIM Corporation has been successful in their irrigation duties" but the Annual Reports make no such statement about FIM's success. Nonetheless, the County believes that FIM has done a good job of irrigating the meadows during drought conditions.

The letter goes on to state that "large stretches of willow habitat have not been irrigated for many years," but fails to identify where those stretches are located. The County is unaware of any stretches of willow habitat that have gone without irrigation for even one year. The Annual Reports include irrigation logs (Appendix D) and discussion of the irrigation of the willow habitat within the 75-acre aquaculture area, which were irrigated by the County in 2014 and 2015. It is believed these areas were irrigated prior to that time by Inland Aquaculture Group, who had leased the property. These same areas were being irrigated on August 15, 2016, when the HOA letter was written, and continue to be irrigated at this time.

The letter incorrectly states that FIM is only irrigating areas of the property that financially benefit FIM (FIM has assisted with non-grazing habitat irrigation) and incorrectly states that FIM is "only present on the ranch in late summer and fall" when FIM conducts irrigation duties beginning in April, through the end of the grazing season in November. The letter also misrepresents the Irrigation Specialist Contract, which is specific to the North Conway and Mattly Ranches, and does not obligate FIM to irrigate within the aquaculture area.

The map the HOA refers to as “your map” is from a (now expired) 1600 permit with California Department of Fish and Wildlife (CA DFW), and the “10 numbered areas” are “Enhancement Areas” where, in an effort to mitigate impacts from aquaculture-related changes to the property, the County has attempted to create wetland type habitat (with limited success through a 4-year drought). The wetland enhancement effort involves continuing collaboration with CA DFW, which continues to this day. Although there has not been 100% success of creating wetland-type vegetation within those areas, they are not “dead or dying” as the letter states.

As you know the Conway Ranch is now covered by a Conservation Easement with the Eastern Sierra Land Trust (ESLT). During the formation of the Easement in 2014, there were nearly 400 baseline photos taken from different locations on Conway Ranch. Dozens of these photos document areas adjacent to HOA properties, and throughout the aquaculture area. This photo record creates a factual and trackable record from which to gauge success, or problems. In reviewing these 2014 photos against current conditions, it is clear that the habitat has changed little in the last 2 years, which directly contradicts the (unsupported) allegations in the HOA letter.

ESLT monitored the easement in fall of 2015 and did not have any comment or recommendation relating to the issues the HOA raised in its letter. During an annual monitoring visit in September 2016, following receipt of the letter, ESLT staff walked the sections of property deliberately looking for the issues raised by the HOA. The County looks forward to ESLT’s conclusions and recommendations in this regard.

In light of the harsh criticism of the HOA, it seems appropriate to at least mention that the Conway Ranch subdivision has required an undue amount of resources over the last two years due to encroachments onto County land. These encroachments include parking vehicles on County land, pouring concrete slabs on County land, placing structures on County land, and most recently, the clearing of vegetation on County land. These issues continue to consume precious time and resources that could otherwise be spent on the more important work of resource management.

In an effort to resolve our disparate views on what constitutes habitat destruction, the County would welcome any HOA member to walk through the areas of concern with County staff. Should members of the HOA identify specific problem areas that require different management, the County will work towards making changes within the balance of resources on the Ranch. To arrange a walk-through or discuss the matter further, please contact me at (760) 932-5453 or by email at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov).

Sincerely,



Tony Dublino  
Environmental Services Manager

*Cc via email:*

*Mono County Board of Supervisors*

*Ryan Dermody; Caltrans*

*Mark Ghosoph; CADFW*

*James Erdman; CA DFW*

*Eastern Sierra Land Trust*

# ACCEPTED AS FURNISHED

*[Signature]*  
2/1/17

Southern California Edison

Summary Report

USDAV V106 Output 02/07/2017

Site: 366 Upper Conway Ditch Diversion  
 USGS #: 10287145  
 Beginning Date: 10/01/2015  
 Ending Date: 09/30/2016

Daily Mean Discharge in Cubic feet/second Water Year Oct 2015 to Sep 2016

Day	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1	1.7	0	0	0	0	0	0	7.0	7.4	8.9E	8.4	0
2	3.2	0	0	0	0	0	0	7.0	7.5	9.1E	8.2	0
3	3.3	0	0	0	0	0	0	7.0	7.7	8.3E	8.0	0
4	3.2	0	0	0	0	0	0	7.0	7.6	8.4E	7.5	0
5	3.3	0	0	0	0	0	0	6.9	7.6	8.7E	7.9	0
6	3.3	0	0	0	0	0	0	6.8	7.7	8.6E	7.7	0
7	3.3	0	0	0	0	0	0	6.8	8.0	8.0	7.8	0
8	3.4	0	0	0	0	0	0	6.8	9.3	7.9	7.8	0
9	3.5	0	0	0	0	0	0	6.7	9.0	7.8	3.5	0
10	3.5	0	0	0	0	0	0	6.2	9.8	7.7	0	0
11	3.5	0	0	0	0	0	0	6.2	8.7	7.8	0	0
12	3.5	0	0	0	0	0	0	6.1	8.5	8.1	0	0
13	3.5	0	0	0	0	0	0	4.2	10	9.1	0	0
14	3.4	0	0	0	0	0	0	6.7	11	8.3	0	0
15	3.4	0	0	0	0	0	0	6.4	6.1	9.6	0	0
16	3.4	0	0	0	0	0	0	6.0	5.8	11	0	0
17	3.4	0	0	0	0	0	0	6.0	5.6	11	0	0
18	3.4	0	0	0	0	0	0	4.8	5.8	11	0	0
19	1.7	0	0	0	0	0	0	4.1	4.6	11	0	0
20	0	0	0	0	0	0	0	4.1	6.1	11	0	0
21	0	0	0	0	0	0	0	5.5	7.5	11	0	0
22	0	0	0	0	0	0	0	6.7	7.6	11	0	0
23	0	0	0	0	0	0	0	6.7	7.5	11	0	0
24	0	0	0	0	0	0	0	6.7	7.4	9.3E	0	0
25	0	0	0	0	0	0	0	6.8	7.5	11E	0	0
26	0	0	0	0	0	0	0	6.8	7.6	10E	0	0
27	0	0	0	0	0	0	0	6.8	7.6	9.3E	0	0
28	0	0	0	0	0	0	0	6.9	7.7	8.6E	0	0
29	0	0	0	0	0	0	0	6.9	7.7	8.4E	0	0
30	0	0	0	0	0	0	0	6.9	7.7	8.3E	0	0
31	0	0	0	0	0	0	0	7.6	8.6	8.6	0	0
Total:	60.9	0	0	0	0	0	109.0	209.5	284.6	245.2	66.8	0
Mean	1.96	0	0	0	0	0	3.63	6.76	9.49	7.91	2.15	0
Max:	3.5	0	0	0	0	0	6.9	7.7	11	9.1	8.4	0
Min	0	0	0	0	0	0	2.16	4.6	7.4	6.2	0	0
Acres-Ft	121	0	0	0	0	0	216	416	564	486	132	0
Water Year 2016	Total:	976.0	Mean	2.67	Max:	11	Min	0	Inst. Max:	15	Acres-Ft	1940
Cal Year 2015	Total:	60.9	Mean	.66	Max:	3.5	Min	0	Inst. Max:	3.5	Acres-Ft	121

*2/28/17*

Site: 365 Lundy Plant Tailrace  
 USGS #: 10287195  
 Beginning Date: 10/01/2015  
 Ending Date: 09/30/2016

Daily Mean Discharge in Cubic feet/second Water Year Oct 2015 to Sep 2016

Day	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1	16	7.3	7.5	7.3	7.7	7.9	11	14	14	59	17	20
2	7.2	7.3	7.5	7.3	7.7	7.9	11	14	14	61	17	20
3	7.1	7.3	7.5	7.3	7.7	7.9	11	14	14	65	18	20
4	7.2	7.3	7.5	7.3	7.7	7.9	11	14	14	65	18	20
5	7.1	7.3	7.5	7.3	7.7	7.9	44	14	14	61	18	20
6	7.1	7.3	7.5	7.3	7.7	7.9	63	14	14	55	18	20
7	7.1	7.3	7.5	7.5	7.7	7.9	63	14	14	55	18	17
8	7.0	7.3	7.5	7.5	7.7	9.2	63	14	14	55	18	12
9	6.9	7.3	7.4	7.5	7.7	11	63	14	22	55	22	12
10	6.9	7.4	7.5	7.5	7.8	11	63	14	53	55	25	12
11	6.9	7.5	7.4	7.5	7.9	11	63	14	54	46	25	12
12	6.9	7.5	7.3	7.5	7.9	11	63	14	53	40	25	12
13	6.9	7.5	7.3	7.5	7.9	11	57	14	53	40	25	12
14	6.9	7.5	7.3	7.5	7.8	11	54	14	53	40	25	12
15	6.9	7.5	7.3	7.5	7.7	11	54	14	53	39	25	12
16	6.9	7.5	7.3	7.5	7.7	8.3	54	14	48	40	25	12
17	6.9	7.5	7.3	7.5	7.7	5.9	54	14	42	40	25	12
18	7.0	7.5	7.3	7.5	7.7	5.9	30	14	43	40	25	12
19	8.6	7.5	7.3	7.5	7.8	5.9	17	14	42	29	25	12
20	10	7.5	7.3	7.5	7.7	6.0	17	14	42	20	25	12
21	10	7.5	7.3	7.5	7.7	6.0	16	14	42	20	25	12
22	8.3	7.5	7.3	7.5	7.7	6.1	14	14	47	20	25	12
23	7.2	7.5	7.3	7.5	7.7	6.0	14	14	50	20	25	12
24	7.3	7.5	7.3	7.6	7.7	6.1	14	14	51	20	25	12
25	7.3	7.5	7.3	7.7	7.7	6.1	14	14	50	19	24	12
26	7.3	7.5	7.3	7.7	7.7	6.1	14	14	51	17	25	12
27	7.3	7.5	7.3	7.7	7.7	6.1	14	14	52	17	25	12
28	7.3	7.5	7.3	7.7	7.9	12	14	14	51	17	25	12
29	7.3	7.5	7.3	7.7	7.9	6.9	14	14	52	17	25	12
30	7.3	7.5	7.3	7.7	7.9	0	14	14	56	17	23	12
31	7.3	7.5	7.3	7.7	7.7	4.5	14	14	56	17	20	12
Total	237.4	223.1	228.3	232.8	224.6	239.4	1008	434	1185	1161	706	413
Mean	7.66	7.44	7.36	7.51	7.74	7.72	33.6	14.0	39.5	37.5	22.8	13.8
Max	16	7.5	7.5	7.3	7.9	12	63	14	56	65	25	20
Min	6.9	7.3	7.3	7.3	7.7	0	11	14	14	17	17	12
Acres-Ft	471	443	453	462	445	475	2000	861	2350	2300	1400	819
Wtr Year 2016	Total	6292.6	Mean	17.2	Max	65	Min	0	Inst Max	65	Acres-Ft	12480
Cal Year 2015	Total	688.8	Mean	7.49	Max	16	Min	6.9	Inst Max	29	Acres-Ft	1370

## Appendix D

Date	Diversion Point	Diversion Amt	Notes
3/26/2016	VA Creek	.5cfs	melting snow in ditch
3/27/2016	VA Creek	1cfs	clear through settling pond
4/4/2016	Upper Conway	2cfs	beginning saturation
4/13/2016	Upper Conway	8cfs	power plant at 70cfs
4/13/2016	Lower Conway	3cfs	power plant at 70cfs, experimenting with pushing water out Lower Conway ditch to north Conway
4/13/2016	VA Creek	4cfs	irrigation starts
4/13/2016	Upper Conway	8cfs	check SCE report on this
4/13/2016	Lower Conway	3cfs	
4/21/2016	Upper Conway	8cfs (still?)	check SCE report on this
5/18/2016	Lower Conway	down to 1cfs	
5/18/2016	Bowl Meadow	2-3cfs	water from lower matty moved here
6/16/2016	Upper Conway	still at 8cfs	
6/16/2016	VA Creek	4cfs	still at 4cfs, no change since 4/13
7/13/2016	VA Creek	2.5 on gage	
8/17/2016	Bowl Meadow	2-3cfs	
8/17/2016	Bell Historic	2-3cfs	
8/22/2016	Bell Historic	turned up to 4cfs	
8/24/2016	Bell Historic	off	
8/24/2016	Bell	turned up to 4-5cfs	subdivision, enhancement
8/23/2016	Bowl	2-3cfs	
8/23/2016	Bell	2-3cfs	1 into hisotric, 2 into enhancement
8/30/2016	Bowl	off	
8/30/2016	Bell	3cfs	2cfs in historic ditch, 1 cfs subdivision
9/13/2016	Bell	5-6cfs	historic ditch off, all to subdivision/enhancement
9/13/2016	VA Creek	stock water on	
9/20/2016	Bell	5-6cfs	still subdivision/enhancement
9/25/2016	Bell	5-6cfs	across enhancement areas
10/4/2016	Bell	4-5cfs	lower enhancement areas
10/18/2017	Bell	2-3cfs	all into historic ditch
9/21/2016	Bell	5-6cfs	moved all to subdivision
10/20/2016	Bell	2cfs	all into historic ditch
10/26/2016	All	shut	