



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, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

Regular Meeting September 17, 2019

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. **RECOGNITIONS - NONE**

3. **COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

4. **DEPARTMENT/COMMISSION REPORTS**

5. **CONSENT AGENDA**

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

A. HIV/AIDS Surveillance Grant Agreement #19-10432

Departments: Public Health

Proposed contract with California HIV Surveillance Program CDPH Office of Aids pertaining to Grant Agreement Number 19-10432.

Recommended Action: Approve County entry into the HIV/AIDS Surveillance Grant Agreement #19-10432 and authorize the Board of Supervisors' Chairperson to execute said contract on behalf of the County by signing the following documents: 1. Four (4) copies of Form CDPH 1229 (page 3) 2. One (1) copy of the CCC-4/2017 Contractor Certification 3. One (1) copy of the Darfur Contracting Act 4. One (1) copy of the Civil Rights Form. Additionally, provide authorization for the Public Health Director to approve minor amendments to move funds from one budget line item to another without affecting overall contract amounts during the 5-year contract period of July 1, 2019-June 30, 2024 with approval as to form by County Counsel.

Fiscal Impact: No Impact to the General Fund. This agreement will provide Mono County Health Department with \$3,000 per fiscal year, totaling \$15,000 for the 5-year contract period.

B. Community Corrections Partnership Executive Committee Appointment

Departments: Probation

Proposed resolution approving appointments to the Community Corrections Partnership Executive Committee.

Recommended Action: Approve resolution R19-____, Approving the appointment of the following members to the Mono County Community Corrections Partnership Executive Committee: Karin Humiston, Chief of Probation; Tim Kendall, District Attorney; Hon. Mark Magit, Superior Court; Jeremy Ibrahim, Public Defender; Ingrid Braun, Sheriff; Robin Roberts, Director of Behavioral Health; Al Davis, Chief of Police, Town of Mammoth Lakes.

Fiscal Impact: None.

C. Letter to CalRecycle About Short-Lived Climate Pollutant Regulations

Departments: Public Works - Solid Waste

Letter to Hank Brady, Materials Management and Local Assistance Division, California Department of Resources Recycling and Recovery (CalRecycle), regarding concerns with proposed regulation text on the second formal draft of the Short-Lived Climate Pollutants: Organic Waste Reductions.

Recommended Action: Authorize the Chair of the Board to sign a letter to CalRecycle.

Fiscal Impact: No fiscal impact.

D. Medication Assisted Treatment Expansion Project 2.0 MOU

Departments: Sheriff / Behavioral Health

Proposed Memorandum of Understanding between the Sheriff's Office and Health Management Associates

Recommended Action: Approve County entry into proposed California Medication Assisted Treatment (MAT) Expansion Project 2.0 Memorandum of Understanding (MOU) with Health Management Associates and authorize Sheriff Ingrid Braun to execute the MOU on behalf of the County.

Fiscal Impact: There is no impact to the general fund and no match required for this grant. Granted funds of up to \$66,925 are for the purpose of expanding access to MAT and harm reduction for persons in the criminal justice system with SUD and to expand partnerships across the justice and human service systems to address SUD in the County.

E. Recycling and Diversion Services Contract - Organics and Wood Chipping

Departments: Public Works - Solid Waste

15 Minutes

(Justin Nalder) - Contract with Terra Firma Organics, LLC for Wood and Green Waste Chipping Services at County Solid Waste Sites.

Recommended Action: Approve County entry into proposed contract and authorize the Director of the Mono County Public Works Department to execute said contract on behalf of the County.

Fiscal Impact: Up to \$100,000.00 to the Solid Waste Enterprise Fund. No General Fund impact is expected.

F. 2018-2019 Grand Jury Report - Board Response

Departments: Public Works

The 2018-2019 Grand Jury Report (re: the County's Solid Waste program and the January 2023 closing of the Benton Crossing Landfill) and the Board's Response to the Report.

Recommended Action: Approve the response to the 18-19 Grand Jury Report.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

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.

A. Mono County Sheriff's Response to the 2018-19 Grand Jury Report

The Mono County Sheriff's response to the 2018- 2019 Grand Jury Report.

B. Letters regarding Wilson and Mill Creeks and the Board's Request to Settlement Parties

Letters from Katie Maloney-Bellomo on behalf of People for Mono Basin Preservation, and Hillary Hansen Jones regarding the Board's letter from July 16, 2019 to Southern California Edison.

7. REGULAR AGENDA - MORNING

A. Resolution Recognizing Indigenous Peoples' Day

Departments: Board of Supervisors

15 minutes

(Supervisor Corless) - As part of Mono County's commitment to promote the well-being of all of its citizens, and an effort to celebrate the thriving cultures and values of the Indigenous Peoples in our region, the Board of Supervisors will consider a resolution to designate the second Monday in October to be known as Indigenous Peoples' Day.

Recommended Action: Approve proposed resolution R19-___, Modifying established County holidays designated by the County personnel rules by changing the second Monday in October to be known as "Indigenous Peoples' Day."

Fiscal Impact: None.

B. Letter Supporting Federal Recognition of Mono Lake Kutzadika Tribe

Departments: Board of Supervisors

10 minutes

(Supervisor Stacy Corless) - The Mono Lake Kutzadika has requested a letter from

the Board of Supervisors in support of its petition for federal recognition. A similar letter was sent by the Board in 2009.

Recommended Action: Approve and authorize the Chair of the Board to sign letter supporting the Mono Lake Kutzadika's petition for federal recognition.

Fiscal Impact: None.

C. Friends of the Inyo Presentation

Departments: Board of Supervisors

20 minutes

(Wendy Schneider, Executive Director) - Presentation by Wendy Schneider, Executive Director, providing an overview of the Friends of the Inyo, a 501(c)(3) non-profit organization operating in the Eastern Sierra.

Recommended Action: None, informational only.

Fiscal Impact: None.

D. Civic Center Update

Departments: Public Works

20 minutes

(Tony Dublino, Director of Public Works) - Informational update on the progress of the Mono County Civic Center project at 96 Thompsons Way.

Recommended Action: None; informational only.

Fiscal Impact: None.

E. Employment Agreement with Christian Milovich

Departments: County Counsel and Human Resources

10 minutes (5 minutes presentation, 5 minutes discussion)

(Stacey Simon) - Proposed resolution approving a contract with Christian E. Milovich as Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution #R19-___, approving a contract with Christian E. Milovich as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (September 14 to June 30th) is approximately \$125,875 of which \$101,270 is salary and \$24,605 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2019-2020) would be \$159,000 of which

\$127,920 is annual salary and \$31,080 is the cost of the benefits.

F. Employment Agreement with Tom Perry as Part-Time Building Official

Departments: Community Development

5 minutes

(Wendy Sugimura) - Proposed resolution approving a contract with Tom Perry as part-time Building Official, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Adopt resolution R19-___, approving employment agreement with Tom Perry as part-time Building Official prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said agreement on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 19-20 is \$32,100, of which \$31,554 is salary, and is included in the Community Development Department budget.

G. Sequoia and Sierra National Forests Land Management Plans Revision Comment Letter

Departments: Community Development - Planning

15 minutes

(Kelly Karl) - Comment letter to the Sierra and Sequoia National Forests regarding their Draft Land Management Plans Revision.

Recommended Action: Approve proposed comment letter to Sierra and Sequoia National Forests with any desired modifications and authorize Board Chair to sign.

Fiscal Impact: None.

8. 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.)

9. CLOSED SESSION

A. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, 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.

B. Closed Session - Public Employment

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Claim for damages filed by Suzanne Tinsley.

D. Closed Session - Exposure to Litigation

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

E. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 172 Davison Street, Mammoth Lakes. Agency negotiators: Stacey Simon, Jenn Lopez, Erik Ramakrishnan. Negotiating parties: County and Silver State Investors. Under negotiation: Price and Terms of sale.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 12:30 P.M.

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. REGULAR AGENDA - AFTERNOON

A. Claim for Damages - Suzanne Tinsley

Departments: Risk Management

5 minutes

(Jay Sloane) - Claim for damages filed by Suzanne Tinsley against the County of Mono for an alleged injury near 286 Old Mammoth Road, which is not a County owned or maintained property.

Recommended Action: Deny the claim submitted by Suzanne Tinsley, and authorize the Risk Manager, in consultation with County Counsel, to send notice of denial to Ms. Tinsley.

Fiscal Impact: None.

12. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Public Health

TIME REQUIRED

SUBJECT HIV/AIDS Surveillance Grant
Agreement #19-10432

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with California HIV Surveillance Program CDPH Office of Aids pertaining to Grant Agreement Number 19-10432.

RECOMMENDED ACTION:

Approve County entry into the HIV/AIDS Surveillance Grant Agreement #19-10432 and authorize the Board of Supervisors' Chairperson to execute said contract on behalf of the County by signing the following documents: 1. Four (4) copies of Form CDPH 1229 (page 3) 2. One (1) copy of the CCC-4/2017 Contractor Certification 3. One (1) copy of the Darfur Contracting Act 4. One (1) copy of the Civil Rights Form. Additionally, provide authorization for the Public Health Director to approve minor amendments to move funds from one budget line item to another without affecting overall contract amounts during the 5-year contract period of July 1, 2019-June 30, 2024 with approval as to form by County Counsel.

FISCAL IMPACT:

No Impact to the General Fund. This agreement will provide Mono County Health Department with \$3,000 per fiscal year, totaling \$15,000 for the 5-year contract period.

CONTACT NAME: Bryan Wheeler

PHONE/EMAIL: (760)924-1835 / bwheeler@mono.ca.gov

SEND COPIES TO:

Bryan Wheeler

Sandra Pearce

Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[BOS Staff Report](#)

[Grant Agreement wwith Exhibits](#)

History

Time	Who	Approval
9/12/2019 10:08 AM	County Administrative Office	Yes
9/10/2019 10:06 AM	County Counsel	Yes
9/12/2019 11:46 AM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 924-1831
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

DATE: September 17, 2019
TO: Honorable Board of Supervisors
FROM: Bryan Wheeler, Health Program Manager/PHN
SUBJECT: **HIV/AIDS Surveillance Grant Agreement #19-10432**
July 1, 2019-June 30, 2024

Recommendation:

Approve County entry into the HIV/AIDS Surveillance Grant Agreement #19-10432 and authorize the Board of Supervisors' Chairperson to execute said contract on behalf of the County by signing the following documents:

1. Four (4) copies of Form CDPH 1229 (page 3)
2. One (1) copy of the CCC-4/2017 Contractor Certification
3. One (1) copy of the Darfur Contracting Act
4. One (1) copy of the Civil Rights Form

Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the 5-year contract period of July 1, 2019-June 30, 2024 with approval as to form by County Counsel.

Discussion:

The Health Department contracts with the California Department of Public Health, Office of AIDS for the provision of the HIV/AIDS Surveillance Program. The five goals of this program are to:

1. Maintain infrastructure for HIV Surveillance
2. Collect and submit accurate, complete, and timely surveillance data to the Office of AIDS
3. Maintain data security and confidentiality
4. Program management and coordination
5. Collaborate with partners to respond to the HIV epidemic

Fiscal Impact/Budget Projections:

There is no impact to the Mono County General Fund

This agreement will provide Mono County Health Department with \$3,000 per fiscal year, totaling \$15,000 for the 5-year contract period.

For questions regarding this item, please call Bryan Wheeler at (760) 924-1835.

Submitted by: Bryan Wheeler, Health Program Manager/PHN

Reviewed by: Sandra Pearce, Public Health Director

California HIV Surveillance Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH), hereinafter “Department”

TO

County of Mono, hereinafter “Grantee”

Implementing the project, HIV Surveillance, hereinafter “Project”

GRANT AGREEMENT NUMBER 19-10432

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for this project under the California Health and Safety Code (HSC). Legislature authorized in HSC Section 131019 the CDPH, Office of AIDS (OA) as the lead agency within the State responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS). HSC 131085 (a) and (b) authorize the Department to enter into grants to perform public health activities.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee. The Grantee agrees to administer the HIV Surveillance Program (HSP) and to ensure the implementation of HIV surveillance activities. The Grantee will plan, develop, and implement all aspects of HIV surveillance in their jurisdiction.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$15,000.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2019, and terminates on June 30, 2024. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2024.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

California Department of Public Health	County of Mono
Kimberly Ferreira, Assistant Chief	Bryan Wheeler, Health Program Manager
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95814	P.O. Box 3329 Mammoth Lakes, CA 93546
Telephone: (916) 449-5262 Email: kimberly.ferreira@cdph.ca.gov	Telephone: (760) 924-1831 Email: bwheeler@mono.ca.gov

Direct all inquiries to:

California Department of Public Health	County of Mono
Kimberly Ferreira, Assistant Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95814 Telephone: (916) 449-5262 Email: kimberly.ferreira@cdph.ca.gov	Bryan Wheeler, Health Program Manager P.O. Box 3329 Mammoth Lakes, CA 93546 Telephone: (760) 924-1831 Email: bwheeler@mono.ca.gov

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Contractor: County of Mono FI\$CAL ID: 0000004354 Cashier – Kimberly Bunn, Fiscal & Administrative Officer P.O. Box 476 Bridgeport, CA 93517 Telephone: (760) 932-5587 Email: kbunn@mono.ca.gov

- Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to the agreement, but the Grantee will be required to submit a new completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form to the Project Representative for processing.

STANDARD PROVISIONS: The following exhibits are attached and made a part of this Grant by this reference:

- EXHIBIT A LETTER OF AWARD
- EXHIBIT A1 LIST OF ALLOCATIONS
- EXHIBIT A2 FUNDING ALLOCATION PROCESS
- EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
- EXHIBIT C STANDARD GRANT CONDITIONS
- EXHIBIT D ADDITIONAL PROVISIONS
- EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIREMENTS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, polices, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

John Peters, Chairman, Board of Supervisors
County of Mono
C/O Clerk of the Board
P.O. Box 715
Bridgeport, CA 93517

Date: _____

Joseph Torrez, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377



KAREN L. SMITH, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Exhibit A
Letter of Award

June 15, 2019

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: FY 2019-20 HIV SURVEILLANCE PROGRAM

The California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the availability of \$6.67 million in State General Funds in fiscal year (FY) 2019-2020 for local HIV surveillance programs. HIV surveillance program activities focus on five goals:

1. **Maintain infrastructure for HIV surveillance** by establishing and maintaining HIV case surveillance in health, medical, public health, and social service settings, including laboratories and HIV testing sites such that HIV case reporting to the local health department occurs in a timely and complete fashion;
2. **Collect and submit accurate, complete, and timely HIV surveillance data to Office of AIDS.** Collect HIV surveillance data that meet all data requirements set forth by the OA and the Centers for Disease Control and Prevention (CDC), and submit those data to the OA in a timely fashion;
3. **Maintain data security and confidentiality.** Protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations, and OA policies and procedures;
4. **Program management and coordination.** Conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC that ensure program management and coordination;
5. **Collaborate with partners to respond to the HIV epidemic** to facilitate sharing data and resources to support progress toward meeting California's Integrated Plan goals and objectives.



These funds will be available to the HIV surveillance program on a yearly basis from July 1, 2019 – June 30, 2024. The amount of funding allocated is on an annual basis through a non-competitive formula. The [Surveillance Program Funding Allocation Process](#) includes the annual allocation amounts for specific jurisdictions.

The funds must be used to provide allowable HIV surveillance program activities at the local level. For guidance, please see the [HIV Surveillance Program Scope of Work](#). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by June 30, 2019. The documents should be e-mailed to HIVSurvfa@cdph.ca.gov. Please note that no funds are secured until the contract is fully executed.

We look forward to collaborating with you to conduct effective surveillance of the California HIV epidemic. If you have any questions, please contact Kimberly Ferreira at (916) 449-5262 or kimberly.ferreira@cdph.ca.gov.

Sincerely,



Marisa Ramos, PhD
Chief, Surveillance and Prevention Evaluation and Reporting Branch
Office of AIDS
California Department of Public Health

cc: Kimberly Ferreira
Assistant Branch Chief
Surveillance and Prevention Evaluation and Reporting Branch
Office of AIDS
California Department of Public Health

Frank Dionisio, Contract Monitor
Surveillance Section
Surveillance and Prevention Evaluation and Reporting Branch
Office of AIDS
California Department of Public Health

Exhibit A2
Funding Allocation Process

Fiscal Year 2019-2020 HIV Surveillance Program

The Office of AIDS (OA) will allocate \$6.67 million in Fiscal Year (FY) 2019-20 State General Fund to local health jurisdictions (LHJs) for local HIV Surveillance Programs. OA will use the FY 2016-17 formula, with updated data, for allocating these funds and will implement provisions to provide equity and stability of funding across all regions of California.

The allocation formula is based upon the following factors:

- New HIV/AIDS cases diagnosed 2013 – 2017; and
- Cumulative HIV (non AIDS cases) through December 31, 2017

No Case LHJs:

The following LHJ, with no reported HIV or AIDS cases during the periods indicated above, will not receive an allocation of HIV Surveillance Program funding: *Alpine*.

Funding Minimum:

OA will implement a minimum allocation of \$3,000 for the rest of the LHJs. The eight LHJs receiving the minimum allocation: *Colusa, Glenn, Mariposa, Mono, Plumas, Sierra, Tehama, and Trinity*.

OA will apply the following stabilization measures:

1. Funding Cap (CAP): OA will implement a funding cap, which is a **maximum** funding level placed on each LHJ, set at 106 percent of the FY 2016-17 allocation. The sixteen LHJs impacted by the funding cap: *Amador, Fresno, Imperial, Kern, Los Angeles, Merced, Pasadena, Placer, Riverside, Sacramento, San Benito, San Bernardino, Stanislaus, Sutter, Tulare and Yuba*.
2. Hold Harmless Provision:
OA will distribute funds to other LHJs so that the **minimum** funding level is 94 percent of the FY 2016-17 allocation. Twenty-seven LHJs are allocated funds due to the hold harmless provision.

Nine LHJs receive their unadjusted formula amount: *Alameda, El Dorado, Monterey, Napa, Orange, San Diego, San Joaquin, Shasta, and Ventura*.

FY 2019/20 HIV Surveillance Program Funding Allocation

County/City	FY 16/17 Allocation	FY 19/ 20 Unadjusted Allocation	Unadjusted Allocation % of FY 16/17 Allocation	FINAL FY 19/20 Adjusted Allocation	FINAL Adjusted Allocation % of Unadjusted	FINAL Adjusted Allocation % of FY 16/17 Allocation	Summary Action
Alameda	\$ 289,225	\$ 286,135	98.9%	\$ 285,286	99.7%	98.6%	Formula
Alpine	\$ -	\$ -	-	\$ -	-	-	No Case
Amador	\$ 5,675	\$ 6,464	113.9%	\$ 6,015	93.1%	106.0%	Cap
Berkeley	\$ 29,088	\$ 21,468	73.8%	\$ 27,342	127.4%	94.0%	HH
Butte	\$ 26,961	\$ 16,162	59.9%	\$ 25,343	156.8%	94.0%	HH
Calaveras	\$ 5,675	\$ 3,803	67.0%	\$ 5,334	140.3%	94.0%	HH
Colusa	\$ 3,000	\$ 932	31.1%	\$ 3,000	321.9%	100.0%	Minimum
Contra Costa	\$ 183,704	\$ 123,340	67.1%	\$ 172,681	140.0%	94.0%	HH
Del Norte	\$ 3,547	\$ 1,954	55.1%	\$ 3,334	170.6%	94.0%	HH
El Dorado	\$ 12,416	\$ 12,599	101.5%	\$ 12,561	99.7%	101.2%	Formula
Fresno	\$ 85,513	\$ 144,080	168.5%	\$ 90,643	62.9%	106.0%	Cap
Glenn	\$ 3,000	\$ 2,300	76.7%	\$ 3,000	130.4%	100.0%	Minimum
Humboldt	\$ 12,771	\$ 11,200	87.7%	\$ 12,004	107.2%	94.0%	HH
Imperial	\$ 18,107	\$ 25,860	142.8%	\$ 19,193	74.2%	106.0%	Cap
Inyo	\$ 4,966	\$ 3,353	67.5%	\$ 4,668	139.2%	94.0%	HH
Kern	\$ 115,905	\$ 123,994	107.0%	\$ 122,859	99.1%	106.0%	Cap
Kings	\$ 19,157	\$ 15,892	83.0%	\$ 18,007	113.3%	94.0%	HH
Lake	\$ 10,642	\$ 5,743	54.0%	\$ 10,003	174.2%	94.0%	HH
Lassen	\$ 5,675	\$ 811	14.3%	\$ 5,334	657.7%	94.0%	HH
Long Beach	\$ 258,580	\$ 181,323	70.1%	\$ 243,065	134.1%	94.0%	HH
Los Angeles	\$1,860,734	\$2,217,159	119.2%	\$ 1,972,378	89.0%	106.0%	Cap
Madera	\$ 17,028	\$ 9,742	57.2%	\$ 16,006	164.3%	94.0%	HH
Marin	\$ 54,631	\$ 33,255	60.9%	\$ 51,353	154.4%	94.0%	HH
Mariposa	\$ 3,000	\$ 841	28.0%	\$ 3,000	356.7%	100.0%	Minimum
Mendocino	\$ 14,189	\$ 7,261	51.2%	\$ 13,337	183.7%	94.0%	HH
Merced	\$ 17,028	\$ 22,462	131.9%	\$ 18,049	80.4%	106.0%	Cap
Modoc	\$ 3,000	\$ -	0.0%	\$ 2,820	-	94.0%	HH
Mono	\$ 3,000	\$ 706	23.5%	\$ 3,000	424.9%	100.0%	Minimum
Monterey	\$ 46,116	\$ 48,142	104.4%	\$ 47,999	99.7%	104.1%	Formula
Napa	\$ 13,203	\$ 13,290	100.7%	\$ 13,251	99.7%	100.4%	Formula
Nevada	\$ 7,095	\$ 5,201	73.3%	\$ 6,669	128.2%	94.0%	HH
Orange	\$ 422,925	\$ 426,768	100.9%	\$ 425,502	99.7%	100.6%	Formula
Pasadena	\$ 25,276	\$ 33,557	132.8%	\$ 26,792	79.8%	106.0%	Cap
Placer	\$ 14,189	\$ 19,063	134.4%	\$ 15,040	78.9%	106.0%	Cap
Plumas	\$ 3,000	\$ 496	16.5%	\$ 3,000	604.8%	100.0%	Minimum
Riverside	\$ 276,621	\$ 413,031	149.3%	\$ 293,218	71.0%	106.0%	Cap
Sacramento	\$ 205,912	\$ 227,691	110.6%	\$ 218,266	95.9%	106.0%	Cap
San Benito	\$ 3,000	\$ 4,420	147.3%	\$ 3,180	71.9%	106.0%	Cap
San Bernardino	\$ 241,746	\$ 271,540	112.3%	\$ 256,250	94.4%	106.0%	Cap
San Diego	\$ 691,677	\$ 662,735	95.8%	\$ 660,768	99.7%	95.5%	Formula
San Francisco	\$ 760,728	\$ 499,451	65.7%	\$ 715,084	143.2%	94.0%	HH
San Joaquin	\$ 80,906	\$ 83,728	103.5%	\$ 83,479	99.7%	103.2%	Formula
San Luis Obispo	\$ 35,474	\$ 23,799	67.1%	\$ 33,345	140.1%	94.0%	HH
San Mateo	\$ 95,356	\$ 80,688	84.6%	\$ 89,634	111.1%	94.0%	HH
Santa Barbara	\$ 36,892	\$ 32,023	86.8%	\$ 34,678	108.3%	94.0%	HH
Santa Clara	\$ 246,849	\$ 189,557	76.8%	\$ 232,038	122.4%	94.0%	HH
Santa Cruz	\$ 29,798	\$ 22,205	74.5%	\$ 28,010	126.1%	94.0%	HH
Shasta	\$ 14,189	\$ 14,027	98.9%	\$ 13,985	99.7%	98.6%	Formula
Sierra	\$ 3,000	\$ 180	6.0%	\$ 3,000	1666.7%	100.0%	Minimum
Siskiyou	\$ 4,966	\$ 4,029	81.1%	\$ 4,668	115.9%	94.0%	HH
Solano	\$ 67,295	\$ 56,814	84.4%	\$ 63,257	111.3%	94.0%	HH
Sonoma	\$ 78,755	\$ 45,536	57.8%	\$ 74,029	162.6%	94.0%	HH
Stanislaus	\$ 42,569	\$ 55,600	130.6%	\$ 45,123	81.2%	106.0%	Cap
Sutter	\$ 7,095	\$ 7,878	111.0%	\$ 7,520	95.5%	106.0%	Cap
Tehama	\$ 3,000	\$ 2,976	99.2%	\$ 3,000	100.8%	100.0%	Minimum
Trinity	\$ 3,000	\$ 405	13.5%	\$ 3,000	740.7%	100.0%	Minimum
Tulare	\$ 28,379	\$ 41,602	146.6%	\$ 30,081	72.3%	106.0%	Cap
Tuolumne	\$ 4,966	\$ 1,698	34.2%	\$ 4,668	274.9%	94.0%	HH
Ventura	\$ 69,530	\$ 65,971	94.9%	\$ 65,776	99.7%	94.6%	Formula
Yolo	\$ 15,609	\$ 11,786	75.5%	\$ 14,672	124.5%	94.0%	HH
Yuba	\$ 5,675	\$ 6,254	110.2%	\$ 6,015	96.2%	106.0%	Cap
Total	\$6,649,342	\$6,650,980		\$ 6,674,612			

1	No Case County/City
9	Unadjusted Formula County/City
16	Funding Cap County/City
8	Minimum Allocation County/City
27	Hold Harmless County/City
61	Total Counties/Cities

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in the Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Invoice Desk
California Department of Public Health
Prevention Program
MS 7700
1616 Capitol Avenue, Suite 616
Sacramento, CA 95814

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Amounts Payable

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

- 1) \$15,000 for the budget period of 07/01/2019 through 06/30/2024.

Exhibit B
Budget Detail and Payment Provisions

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

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications and the Grant Application.

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit E**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein):
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

Exhibit E**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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 Information Privacy and Security Requirements
 (For Non-HIPAA/HITECH Act Contracts)

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

- XIV. Audits, Inspection and Enforcement CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
 - A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

 - B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit E**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit E**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)****Attachment 1****Contractor Data Security Standards****1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary

Exhibit E
Information Privacy and Security Requirements
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word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Darfur Contracting Act

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

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

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

OR

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

OR

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

CERTIFICATION

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

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Probation

TIME REQUIRED

SUBJECT Community Corrections Partnership
Executive Committee Appointment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving appointments to the Community Corrections Partnership Executive Committee.

RECOMMENDED ACTION:

Approve resolution R19-____, Approving the appointment of the following members to the Mono County Community Corrections Partnership Executive Committee: Karin Humiston, Chief of Probation; Tim Kendall, District Attorney; Hon. Mark Magit, Superior Court; Jeremy Ibrahim, Public Defender; Ingrid Braun, Sheriff; Robin Roberts, Director of Behavioral Health; Al Davis, Chief of Police, Town of Mammoth Lakes.

FISCAL IMPACT:

None.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 7609325572 / jlmills@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
9/12/2019 10:19 AM	County Administrative Office	Yes

9/6/2019 3:28 PM

County Counsel

Yes

9/12/2019 11:47 AM

Finance

Yes



MAILING : P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571
MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

TO: Honorable Board of Supervisors

FROM: K.S. Humiston

SUBJECT: List of Executive Committee Members has been updated to include Jeremy Ibrahim to represent the Public Defender's Office for the Board of Supervisor's approval.

RECOMMENDATION

Approval of appointment of Jeremy Ibrahim to the Community Corrections Partnership Executive Committee.

DISCUSSION

Mono County Community Corrections Partnership Executive Committee at its regular meeting on August 28, 2019 voted to recommend Jeremy Ibrahim's appointment to the Executive Committee as a representative of the Public Defender's Office.

FISCAL IMPACT

None to the General Fund.



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE APPOINTMENT OF THE
FOLLOWING MEMBERS TO THE MONO COUNTY COMMUNITY CORRECTIONS
PARTNERSHIP EXECUTIVE COMMITTEE**

WHEREAS, the Community Corrections Partnership Executive Committee is mandated by statute pursuant to Penal Code 1230.1 (b); and

WHEREAS, a list of Executive Committee Members has been updated to this Board for approval.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that: the Board of Supervisors of the County of Mono does hereby approve the modification to the Local Implementation Plan for the Mono County Community Corrections Partnership Executive Committee, as submitted by the Chief of Probation, Chair of the Community Corrections Partnership, to provide the accurate and updated listing of members as follows:

Karin Humiston, Chief of Probation

Tim Kendall, District Attorney

Hon. Mark Magit, Superior Court

Jeremy Ibrahim, Public Defender

Ingrid Braun, Sheriff

Robin Roberts, Director of Behavioral Health

Al Davis, Chief of Police, Town of Mammoth Lakes

PASSED, APPROVED and ADOPTED this 17th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Public Works - Solid Waste

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Letter to CalRecycle About Short-Lived Climate Pollutant Regulations

AGENDA DESCRIPTION:

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

Letter to Hank Brady, Materials Management and Local Assistance Division, California Department of Resources Recycling and Recovery (CalRecycle), regarding concerns with proposed regulation text on the second formal draft of the Short-Lived Climate Pollutants: Organic Waste Reductions.

RECOMMENDED ACTION:

Authorize the Chair of the Board to sign a letter to CalRecycle.

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760-932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
SLCP Staff Report
CalRecycle Letter

History

Time	Who	Approval
9/12/2019 10:20 AM	County Administrative Office	Yes
9/12/2019 10:37 AM	County Counsel	Yes

9/12/2019 9:32 AM

Finance

Yes



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

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

Date:

To: Honorable Board of Supervisors

From: Justin Nalder, Solid Waste Superintendent

Subject: Short-Lived Climate Pollutant Regulations

Recommended Action: Authorize Chairman Peters to send letter to CalRecycle on behalf of Mono County.

Fiscal Impact: No fiscal impact.

Discussion: A letter has been drafted to Mr. Hank Brady of the California Department of Resources Recycling and Recovery (CalRecycle) addressing concerns with the proposed regulation text on the second formal draft of the Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions (Exhibit 1). These regulations are commonly referred to as SB 1383.

As it pertains to CalRecycle, SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. The law grants CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025.

SLCP proposed regulations under review could have significant adverse effects on Mono County if they are adopted as written. The attached letter addresses a few concerns for these unfunded mandates and requests considerations be made for rural jurisdictions like Mono County.

If you have any questions regarding this item, please contact me at 760-932-5453.

Respectfully submitted,

Justin Nalder
Solid Waste Superintendent

Attachments: Exhibit 1 –



Jennifer Kreitz ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

September 17, 2019

Mr. Hank Brady,
Materials Management and Local Assistance Division
California Department of Resources Recycling and Recovery
P.O. Box 4025
Sacramento, CA 95812

Transmittal Via E-mail: SLCP.Organics@calrecycle.ca.gov

RE: Concerns with the Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions, Proposed Regulation Text Second Formal Draft

Dear Mr. Brady:

I am writing on behalf of Mono County to express our concerns with the proposed regulations for organics diversion from our landfills, Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions Proposed Regulation Text (Proposed SLCP Regulations), Second Formal Draft dated June 17, 2019. We, through our Solid Waste Superintendent, have been charged with ensuring that we meet state-imposed requirements to reduce waste being disposed in landfills and increase recycling/re-use efforts for a variety of products. Our county's solid waste management team is dedicated to providing meaningful, environmentally conscious, and cost-effective solid waste services to our residents and businesses.

Mono County has been following the development of the Proposed SLCP Regulations and support the comments and recommendations of the Rural County Representatives of California (RCRC) in their letter dated July 17, 2019. We also recognize and appreciate that CalRecycle has included a number of provisions in this draft to address concerns from rural counties and rural areas of the state. However, even with those provisions, we believe CalRecycle significantly underestimates the full financial and operational implications of implementing the proposed regulations will have on our jurisdiction.

The regulations in their current form mandate jurisdictions to concurrently plan, develop, and implement ordinances, organics collection services, monitoring and sampling programs, outreach and education programs, edible food recovery programs, enforcement programs,

infrastructure capacity, and more. These regulations appear to be labor intensive and expensive. Even with the organic collection exemption for some rural jurisdictions and low-population census areas, compliance will necessitate significant additional staff resources and impacts to our citizens, perhaps resulting in unintended consequences for unrelated county operations.

There are many factors for a local jurisdiction's decision-making body to consider when establishing new programs that are reasonable and economically feasible. Spending resources for a new solid waste program is not considered strictly in the context of other solid waste programs. The decision-making bodies have a myriad of programs to deal with ranging from, but not limited to, social services, public health, public safety, environmental health, economic development, and land development. The benefits of any new program are considered against the public's overall needs and financial resources. Our decisions have to take into consideration communities' priorities, fiscal responsibility, and the broader picture.

We understand that the typical response to implementation of new state mandates and requirements is the local ability to raise fees. Our Solid Waste Superintendent has recently estimated it will necessitate 2 to 3 new full-time equivalent staff to implement the SLCP Proposed Regulations. Our current staff level is 7. This is a 43 percent increase in staffing for one new program, when the current staff level deals with all of the other solid waste programs. This will necessitate a significant rate increase. In addition, many water, sewer, fire, and school districts are also asking for rate increases just to maintain their current level of public protection. Even using our local service providers for some aspects of these proposed regulations will have significant costs to our residents. In addition, these fee increases are subject to the Proposition 218 process and there is significant concern that such increases may be successfully challenged resulting in our jurisdiction obligated to comply with state mandates without access to the corresponding fees.

The impacts of National Sword have significantly impacted rural communities' current solid waste diversion and recycling programs, proportionally more than urban areas. The continued closure of beverage container redemption centers frustrates many rural residents with a lack of recycling opportunities as there is not a single center left in Unincorporated Mono County. Markets for managing rural recycling for current materials continue to fall, resulting in once-viable programs requiring financial subsidies just to maintain current levels of recycling. These proposed regulations will continue to require collection of organics with limited rural access to processing facilities.

Many rural communities produce very little organic material that warrants collection and processing. CalRecycle's focus should be in the major metropolitan areas where a majority of the organic waste originates, and it is more economically feasible to process. We would like the opportunity for RCRC to continue working with CalRecycle to come up with reasonable alternative organic programs for rural areas and exempt them from the SB 1383 requirements until such time that an economically feasible infrastructure is in place.

Mono County appreciates the efforts and stakeholder involvement that CalRecycle has provided to develop a regulation to assist all stakeholders in meeting the statewide organic

diversion goals. However, we believe your efforts are better focused in the urban areas where results will be much more meaningful than in rural areas.

Sincerely,

Mono County Board of Supervisor, Chair

cc: Scott Smithline, Executive Director, CalRecycle
Andreas Borgeas, Senator, California State Senate
Franklin Bigelow, Assemblyman, California State Assembly
Steve Barwick, County Administrative Officer Mono County
Justin Nalder, Solid Waste Superintendent Mono County
Staci Heaton, Program Manager, Environmental Services Joint Powers Authority



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Sheriff / Behavioral Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Medication Assisted Treatment
Expansion Project 2.0 MOU

AGENDA DESCRIPTION:

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

Proposed Memorandum of Understanding between the Sheriff's Office and Health Management Associates

RECOMMENDED ACTION:

Approve County entry into proposed California Medication Assisted Treatment (MAT) Expansion Project 2.0 Memorandum of Understanding (MOU) with Health Management Associates and authorize Sheriff Ingrid Braun to execute the MOU on behalf of the County.

FISCAL IMPACT:

There is no impact to the general fund and no match required for this grant. Granted funds of up to \$66,925 are for the purpose of expanding access to MAT and harm reduction for persons in the criminal justice system with SUD and to expand partnerships across the justice and human service systems to address SUD in the County.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Memorandum of Understanding
<input type="checkbox"/> Grant Application
<input type="checkbox"/> Date Extension Email

History

Time	Who	Approval
8/27/2019 12:16 PM	County Administrative Office	Yes
9/11/2019 10:36 AM	County Counsel	Yes
9/12/2019 9:15 AM	Finance	Yes

MONO COUNTY
SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: September 3, 2019
TO: The Honorable Board of Supervisors

Phillip West
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: California Medication Assisted Treatment Expansion Project 2.0
Memorandum of Understanding

RECOMMENDATION:

Approve County entry into proposed California Medication Assisted Treatment (MAT) Expansion Project 2.0 Memorandum of Understanding (MOU) with Health Management Associates and authorize Sheriff Ingrid Braun to execute the MOU on behalf of the County.

DISCUSSION:

The Mono County Sheriff's Office has been granted up to \$66,925 to participate in the California MAT Expansion Project 2.0. This grant was presented as a follow-up to the original MAT Expansion Project to provide more funding for California Counties to expand MAT in county jails. This grant was applied for with the support and involvement of the Sheriff's Office, the Jail, Behavioral Health, Public Health and Superior Court. The grant as presented ends on January 31, 2020; however, the grantor is seeking to extend the end date for all grantees (see attached email).

Funding from this grant will be used to provide treatment, including MAT, prevention and engagement, in Spanish and English, to County residents who are at risk for or who are currently involved in the justice system. It will also be used to expand our partnerships through training regarding addiction medicine and harm reduction; create a common language and philosophy when working with those who use drugs and may be at risk for being, or who are, involved with the justice system.

Specifically, the grant will fund 30% time of a Behavioral Health full-time employee who can act as a point person for MAT and harm reduction treatment. It will also be used to provide training opportunities for any County staff who are engaged with residents who have Substance Use Disorders (SUD). The Sheriff's Office and Behavioral Health Department intend to use the grant funds to conduct a community training session on SUD neuroscience and treatment for County staff, including but not limited to: Probation, District Attorney's Office; Social Services; Behavioral Health and Court.

FINANCIAL IMPACT:

California Medication Assisted Treatment Expansion Project 2.0

Memorandum of Understanding

MOU Number: 2019-009

Contract Title: Implementation Grant: MAT in County Criminal Justice Settings

THIS AGREEMENT (the “**Agreement**”), shall be effective this March 14, 2019 through January 31, 2020 (the “**Term**”).

BY AND BETWEEN Mono County

(the “**Applicant Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Applicant Agency, the “**Parties**” and each a “**Party**”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“**SAMHSA**”) and the State of California, Department of Health Care Services (“**DHCS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (the “**STR Opioid Grant**”) pursuant to an agreement between DHCS and the Sub-Recipient (the “**DHCS Agreement**”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts up to \$4 million aggregate from the STR Opioid Grant to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “**Distribution Purpose**”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **GRANT AMOUNT AND INTENT:** Mono County has opportunity to receive up to \$66,925 from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to expand access to MAT and harm reduction for persons in the criminal justice system with OUD and alcohol addiction, and expand partnerships across the justice and human service systems to address OUD in the County. The following project activities will occur: fund a .3 FTE behavioral health counselor to coordinate and provide SUD treatment and coordinate MAT and harm reduction in the jails and assure continuity of SUD treatment/MAT care upon reentry, and conduct a community training session on OUD neuroscience and treatment for judges, district attorneys, probation, and human service providers.
2. **APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: Application for Grant Funds: Expanding Access to MAT in County Criminal Justice Settings*, the STR Opioid Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by January 31, 2020.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly statistics; (b) an Interim Project Status Report and Financial Report by July 26, 2019; and (c) a Final Project Report and Financial Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report by June 28, 2019.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Mono County
Doing Business As (if applicable)	NA
Street Address	49 Bryant Street
City, State, Zip	Bridgeport CA 93517
Mailing Address, if different	PO Box 616 Bridgeport CA 93517

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Ingrid Braun	Ingrid Braun	Ingrid Braun
Sheriff	Sheriff	Sheriff
ibraun@monoshreiff.org	ibraun@monosheriff.org	ibraun@monosheriff.org
760-932-7549	760-932-7549	760-932-7549

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will pay half of the grant amount (\$33,462.50) to Mono County following execution of this Agreement and upon receipt of funds from DHCS. Distribution of the second half of the grant amount is subject to the Sub-Recipient's receipt and approval (in the Sub-Recipient's sole discretion) of the Interim Project Status Report and Financial Report. The Sub-Recipient will disperse the second half of the grant amount to the Applicant Agency by August 16, 2019, contingent upon receipt of funds from DHCS. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. **RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS:** The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure

compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 88 Kearny Street, Suite 1800, San Francisco, CA 94108; or (b) the Applicant Agency at PO Box 616 Bridgeport CA 93517. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and

contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

Mono County

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____



SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

ATTACHMENT 1: APPLICATION FORM

Section 1: Entity Information

Entity's Legal Name	Mono County
Doing Business As (If Applicable)	Mono County
Street Address	49 Bryant Street
City, State, Zip / Country	Bridgeport, CA 93517 / USA
Mailing Address, If Different	PO Box 616, Bridgeport, CA 93517
Email Address	ibraun@monosheriff.org
Main Telephone Number	760-932-7549

Section 2: Entity Representatives

Primary Grant Director		Authorized Signatory		Contract Representative	
Individual leading the implementation of this grant in the county		Individual authorized to sign on behalf of the applicant entity		Individual responsible for agreement processing and negotiations	
Name	Ingrid Braun	Name	Leslie Chapman	Name	Leslie Chapman
Title	Sheriff	Title	County Administrative Officer	Title	County Administrative Officer
Email	ibraun@monosheriff.org	Email	lchapman@mono.ca.gov	Email	lchapman@mono.ca.gov
Phone	760-932-7549	Phone	760-932-5414	Phone	760-932-5414

Section 3: Grant Proposal

Objective: State the specific objective(s) of the proposed activities.

Further our efforts to expand access to MAT by funding 30% time of a Behavioral Health (BH) FTE who can act as a point person for MAT and harm reduction treatment.

Expand our partnerships through training regarding Addiction Medicine and harm reduction; create a common language and philosophy when working with those who use drugs and may be at risk for being (or who are) involved with the justice system

Project activities: State the specific activities that will be funded.

1. Provide treatment, including MAT, prevention and engagement, in Spanish and English, to county residents who are at risk for or who are currently involved in the justice system
2. Provide education to all entities that are engaged with residents who have Substance Use disorders; including but not limited to judges, probation staff, law enforcement staff, education staff, Child Welfare, etc.

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

Impact: Describe the precise desired impact of the proposed activities and how many persons in the jail and/or drug courts will gain increased access to MAT as a result of the activities. For activities that involve administering MAT, identify which medications will be used, the target population(s) and the number of people you will try to maintain and/or induct on MAT.

Judges, District Attorney and Probation Department will understand the key tenets of Addiction Medicine and harm reduction to further access to MAT and treatment for drug use.

Create a pilot project for the use of suboxone and vivitrol for those involved in the criminal justice system; via the jail, drug court and/or child welfare.

Through BH staff member, create data and outcome tracking. Develop and oversee a system for re-entry for any person prescribed or using MAT who is in the jail and/or involved with drug court and/or involved with Child Welfare.

Project oversight: Describe the oversight of these activities and how the agency and the County MAT in CJ Team will be kept apprised of project development, implementation, and outcomes.

Oversight of staff will occur within the BH department

Training will be sponsored by the BH department

Monthly or quarterly meetings for County MAT CJ Team for reporting

Project Staffing: For any staffing covered by these funds, describe the following for each position

- Permanent, limited term, or contracted: Currently is a permanent County BH staff member
- Hiring and/or contracting timeframes: N/A
- % FTE: 30%
- If contracted, describe anticipated process and prospective pool of contractors: N/A
- Location: Mono County Behavioral Health
- Supervision: Mono County Behavioral Health staff

Time Line and Milestones

Provide a timeline for the period April 2019 – January 2020 that includes key project activities and milestones.

Training by Dr. Dennis Mee-Lee to all necessary departments within this time frame

Staff will create a pilot for providing MAT in the jail by June 2019

Sustainability Plan

Describe intent to secure permanent funding for successful activities that arise from this grant.

MCBH staff will be permanently funded by SUD funding at the department level

APPLICATION FOR GRANT FUNDS:
EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

SIGNATURES

Do you certify that the funding received by your organization from HMA would be allocated solely for the programmatic implementation of the Expanding MAT in County Criminal Justice Systems?

YES NO

Do you certify that the funding received by your organization from HMA would be allocated solely to increase access to treatment for persons presenting to the jail or drug courts with opioid addiction?

YES NO

Do you certify that the individuals listed in this application budget (including employees, independent contractors, or third-party contractors) will receive the funding as outlined?

YES NO

Do you certify that to the best of your knowledge, the information included in this application form, budget form, and back-up documents are complete and accurate?

YES NO

Name of Authorized Signatory

Signature

Date

APPLICATION FOR GRANT FUNDS:
EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

ATTACHMENT 2: PROJECT BUDGET

Submit budget using the following table format. Add lines as necessary. Refer to sample calculations. Complete the budget narrative below the table.

BUDGET: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SYSTEMS				
COUNTY NAME:				
PERSONNEL				
Salary				
Position Title	% FTE	Annualized Salary	Number of Months	Project Cost*
Registered Addiction Specialist I	30%	\$56,416.00	12	\$16,925.00
Subtotal Salary				
Fringe Benefit Cost				
Position Title	Fringe Rate			Project Cost**
Subtotal Fringe Benefit				
Total Personnel (subtotal salary + subtotal fringes)				\$16,925.00
Contractor/ Consultant				
Position Title	Hours/month	Number months	Hourly rate	Project Cost***
Total Contractor/Consultant				
Travel Expense				\$15,000

APPLICATION FOR GRANT FUNDS:
EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

Other Cost				
Supplies				
Equipment				
Dr. Mee-Lee				\$35,000
Other (describe)				
Other (describe)				
Subtotal Other				
Indirect	Rate			Project Cost****
TOTAL PROJECT COST^				\$66,925

Budget Narrative

- Personnel Expense: $30\% (1 \text{ FTE} \times \$56,416) / 12 \times 12 = \$16,925$
- Travel / Training: To be determined, up to \$15,000 total, as appropriate training opportunities are identified
- Other: \$35,000 to bring Dr. Mee-Lee to Mono County to provide training

APPLICATION FOR GRANT FUNDS: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

ATTACHMENT 3 JAIL DATA

- Applicants must provide data for all lines in the table below, for the period November 2018 – January 2019, at a minimum.
- A full year of data is preferred by not required. Add additional columns to report for more than six months.
- If some data elements are not available, enter NA and develop a means of collecting and reporting the element in the future.
- This data will be tracked aggregated and tracked across jails, and no jail identifiers will appear in any use of this data.

JAIL DATA REPORTING TEMPLATE						
COUNTY:	Nov 2018	Dec 2018	Jan 2019			
Average daily population	28	23	24			
Intakes	47	42	40			
Intakes requiring detox or monitoring for:						
Alcohol	6	9	2			
Opioids	0	0	1			
Benzodiazepines	0	0	0			
Methamphetamine	1	0	0			
Other	0	0	0			
Withdrawn from methadone	0	0	0			
Withdrawn from buprenorphine	0	0	0			
Withdrawn from naltrexone	0	0	0			
Continued on methadone						
Pregnant	0	0	0			
Not pregnant	0	0	0			
Continued on buprenorphine						
Pregnant	0	0	0			
Not pregnant	0	0	0			
Continued on naltrexone	0	0	0			
Inducted on methadone	0	0	0			
Inducted on buprenorphine	0	0	0			
Inducted on oral naltrexone	0	0	0			
Received Vivitrol injections	0	0	0			
Drug overdose (fatal and nonfatal)	0	0	0			
Units naloxone given to detainees and/or visitors	0	0	0			

Ingrid Braun

From: Donna Strugar-Fritsch
<DStrugarfritsch@healthmanagement.com>
Sent: Thursday, September 5, 2019 1:09 PM
To: Ingrid Braun
Subject: RE: Memorandum of Understanding for \$25,000

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sheriff – I am scheduling a meeting with DHCS to extend the end date for all of the implementation grants. Expect to have details on that in October. Meanwhile, it would be best if your county could sign the MOU “as is” and then HM will issue a signed one-page no-cost extension later. That will allow me to get you your \$\$ much faster. Can that work?

HMA

Donna Strugar-Fritsch, BSN, MPA, CCHP

Principal | San Francisco, CA
Office: 415-489-2021 | Direct: 415-489-2027
www.healthmanagement.com

The information contained in this e-mail, including any attachments, is confidential and intended solely for the named recipient(s) and may be subject to protection under federal and state laws. If you are not the intended recipient, please inform the sender immediately by reply e-mail that the message was sent in error and delete the message. Thank you.

From: Ingrid Braun <ibraun@monosheriff.org>
Sent: Tuesday, September 3, 2019 12:31 PM
To: Donna Strugar-Fritsch <DStrugarfritsch@healthmanagement.com>
Subject: RE: Memorandum of Understanding for \$25,000

Donna,

We received approval for the MAT MOU this morning and will be submitting the signed contract and direct deposit form.

For the MAT 2.0 MOU, our Finance Director asked if we could extend the end date. Would it be possible to extend the end date to June 30, 2020, which would conform with our Fiscal Year?

Ingrid

*Ingrid Braun, Sheriff-Coroner
Mono County Sheriff's Office*

From: Donna Strugar-Fritsch <DStrugarfritsch@healthmanagement.com>
Sent: Wednesday, August 7, 2019 2:39 PM
To: Ingrid Braun <ibraun@monosheriff.org>
Cc: Robin Roberts <rroberts@mono.ca.gov>
Subject: FW: Memorandum of Understanding for \$25,000
Importance: High



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Public Works - Solid Waste

TIME REQUIRED 15 Minutes

PERSONS APPEARING BEFORE THE BOARD Justin Nalder

SUBJECT Recycling and Diversion Services
Contract - Organics and Wood
Chipping

AGENDA DESCRIPTION:

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

Contract with Terra Firma Organics, LLC for Wood and Green Waste Chipping Services at County Solid Waste Sites.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the Director of the Mono County Public Works Department to execute said contract on behalf of the County.

FISCAL IMPACT:

Up to \$100,000.00 to the Solid Waste Enterprise Fund. No General Fund impact is expected.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760-932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report - Wood Chip Contract
Terra Firma Contract

History

Time	Who	Approval
9/12/2019 10:08 AM	County Administrative Office	Yes
9/12/2019 10:02 AM	County Counsel	Yes

9/12/2019 9:22 AM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

To: Honorable Chair and Members of the Board of Supervisors

From: Justin Nalder, Solid Waste Superintendent

Date: September 17, 2019

Subject: Recycling and Diversion Services Contract: Organics and Wood Chipping Services Agreement with Terra Firma Organics

Recommended Action:

Approve County entry into proposed contract and authorize the Director of the Mono County Public Works Department to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

Up to \$100,000.00 to the Solid Waste Enterprise Fund. No General Fund impact is expected.

Discussion:

On July 8, 2019, the County Solid Waste Division released a Request for Proposals (RFP) for the processing of stockpiled wood and green waste at several of the County's solid waste sites. These waste streams have been set aside for recycling and diversion purposes, including erosion control, alternative intermediate cover, mulch, and feedstock for the County's biomass boiler at the Bridgeport Road Shop.

Over the last several years, Solid Waste Division staff has processed significant volumes of these stockpiles at all County sites but has not kept up with the incoming waste. The wood and green waste stockpiles are now estimated to be 60,000 raw material yards.

Staff has been unable to keep up due to a combination of factors, including staff shortfall, the prioritization of other landfill duties in order to meet state regulations, and equipment failures. Another major factor is that the biomass boiler installed at the Bridgeport Road Shop has proven to have very restrictive feedstock acceptance parameters that require several additional steps to be taken, adding significant processing time, before green and wood waste may be used in the boiler. Processing these waste streams into feedstock for diversion to the biomass boiler remains a good concept and contributes to the County's diversion goals, but it comes with significant operational costs.

Recently, the Board approved the purchase of a mobile power screen that will eliminate a significant portion of processing hours by County staff. This unit is designed to sort wood / organic material by size, once it has been chipped. In order to chip and process the significant

Mono County Board of Supervisors

RE: Recycling and Diversion Services Contract: Organics and Wood Chipping Services
Agreement with Terra Firma Organics

September 17, 2019

Page 2 of 2

backlog of green and wood waste at County solid waste sites, as well as to continue to process waste into feedstock for the biomass boiler, Solid Waste Division staff find it necessary to contract for chipping and processing services.

Terra Firma Organics, LLC submitted the top proposal in response to the Solid Waste Division's RFP. Their equipment has a production rate of 65-90 finished tons per hour. At this rate it is estimated that a significant amount, if not all, of the wood and green waste at County solid waste sites could be processed in approximately two weeks.

Moving forward, the Solid Waste Division will be diligently working to fill vacancies and regularly assign wood / organic waste chipping duties to staff. The mobile power sifter which is in the process of being delivered will significantly reduce production time. The need for transportation of material is being addressed with the addition of 40 yd bins and a dual-purpose transport/water truck. Once these elements are in place, staff expects that incoming wood and green waste will be managed more efficiently.

If you have any questions regarding this item, please contact me at (760) 932-5453 or jnalder@mono.ca.gov.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Justin Nalder".

Justin Nalder
Solid Waste Superintendent

**AGREEMENT BETWEEN COUNTY OF MONO
AND TERRA FIRMA ORGANICS, INC.
FOR THE PROVISION OF WOOD AND GREEN WASTE CHIPPING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (“County”), a political subdivision of the State of California, may have the need for the wood and green waste chipping services of Terra Firma Organics, Inc. (“Contractor”), a Wyoming corporation of Jackson, Wyoming. Hereinafter, County and Contractor may be referred to individually as a “Party” and collectively as the “Parties”. In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A (Scope of Work), attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of the County’s Public Works Department, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County 's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at 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 September 1, 2019, to August 31, 2021, unless sooner terminated as provided in this Agreement.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the schedule of fees set forth in Attachment B (Schedule of Fees) for the services and work described in Attachment A (Scope of Work) 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 County under this Agreement, unless otherwise provided for in Attachment B (Schedule of Fees).

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 County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Thousand and NO/100 Dollars (\$100,000.00) (the "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 County, on a monthly basis, an itemized statement of all services and work described in Attachment A (Scope of Work), which were done at 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 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, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, 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 (Scope of Work) that are requested by 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 (Scope of Work) 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 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 (Scope of Work). 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 (Scope of Work), 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 identified in Attachment A (Scope of Work) 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 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 shall remain, the sole and exclusive property of 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 One Million and NO/100 Dollars (\$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 County's 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 and/or services hereunder and the results of that work and/or services 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 Two Million and NO/100 Dollars (\$2,000,000.00) per claim or occurrence or Four Million and NO/100 Dollars (\$4,000,000.00) general aggregate. 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 One Million and NO/100 Dollars (\$1,000,000.00) 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 One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 Dollars (\$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 (5) 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 One Million and NO/100 Dollars (\$1,000,000.00) per claim. 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 County, 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 County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to 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.

E. 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 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, County, except as expressly provided by law or set forth in Attachment A (Scope of Work). No agent, officer, or employee of 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 with counsel acceptable to County, 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 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 11 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 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 County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 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 12 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 County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare 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.

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 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 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 County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to 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, then 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 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, 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 Party as follows:

[CONTINUED ON NEXT PAGE]

If to County:

Mono County Public Works Department
Attn: Justin Nalder, Solid Waste Superintendent
P.O. Box 457
Bridgeport, CA 93517
PHONE: (760) 932-5453
EMAIL: jnalder@mono.ca.gov

If to Contractor:

Terra Firma Organics, Inc.
Attn: Dane Buk
P.O. Box 2713
Jackson, WY 83001
PHONE: (307) 690-1181
EMAIL: info@tfororganics.com

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

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 executed in writing by the Parties.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE PROVIDED BELOW.

COUNTY OF MONO

TERRA FIRMA ORGANICS, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND TERRA FIRMA ORGANICS, LLC
FOR THE PROVISION OF WOOD AND GREEN WASTE CHIPPING SERVICES**

TERM:

FROM: September 1, 2019

TO: August 31, 2021

SCOPE OF WORK:

1. SERVICES AND WORK

1.1 Upon request of County Public Works Director, Solid Waste Superintendent, or an authorized representative of either, Contractor shall perform chipping of clean construction and demolition wood waste, including but not limited to pallets, lumber, plywood, and particle board.

1.2 Upon request of County Public Works Director, Solid Waste Superintendent, Contractor shall perform chipping of green waste, including but not limited to logs, limbs, brush, pine needles, and pinecones.

1.3 Contractor acknowledges and agrees that the wood and green waste to be chipped and processed by Contractor upon the request of County may be contaminated with materials other than wood and green waste, including materials that may affect the performance of Contractor's chipping and processing equipment. Accordingly, Contractor shall implement best management practices (BMPs), including but not limited to pre-sorting and spotting procedures, impact breakaway systems, metal detection and replaceable hammer inserts, etc., so as to avoid, to the best of Contractor's ability, adversely affecting the operation of Contractor's chipping equipment being contaminated with materials that might damage Contractor's equipment and compromise Contractor's ability to efficiently process all wood and green waste. The Parties acknowledge and agree that the purpose of Contractor employing these BMPs is to prevent damage to Contractor's equipment and avoid, as much as possible, stopping Contractor's continuous processing of wood and green waste. The Parties acknowledge and agree that Contractor's implementation of the BMPs reference in this Attachment A (Scope of Work) will result in some wood and green waste not being processed; unprocessed wood and green waste will remain at the landfill location where it is discovered.

1.4 All services and/or work performed by Contractor at the County's request shall be performed in a manner consistent with any and all applicable federal, state, and County statutes, codes, ordinances, resolutions, and regulations. All services and/or work performed by Contractor involving such wood and green waste material shall be recorded by hours of chipping operation as tracked on Contractor's equipment and issued to County at time of invoice.

2. LOCATIONS.

Contractor shall provide County chipping services at the following five Mono County landfill locations:

[CONTINUED ON NEXT PAGE]

Walker Landfill 280 Offal Road Coleville, CA 96107	Bridgeport Closed Landfill 50 Garbage Pit Rd. Bridgeport, CA 93517	Pumice Valley Landfill 200 Dross Road Lee Vining, CA 93541
Benton Crossing Landfill 899 Pit Road Crowley Lake, CA 93546	Chalfant Closed Landfill 500 Locust Street Chalfant Valley, CA 93514	

3. SCHEDULE

3.1. Contractor shall mobilize equipment and personnel to County locations and begin performing the services and/or work requested by County within 10 calendar days upon receiving written "Notice to Proceed" from County.

3.2. Contractor shall begin work at County locations within 60 calendar days after the date on which County requests an additional mobilization.

3.3. Contractor shall diligently perform to completion the services and/or work requested by County such that the entire stockpile of wood and green waste is processed into 6" minus chips, to County's satisfaction, within 30 days of commencing each mobilization.

4. SITE ACCESS

4.1. Upon coordination with and subject to any limitations imposed by County's Public Works Department Director, or an authorized representative thereof, Contractor shall have full use of Landfill to perform the services and/or work requested by County, including storage of equipment and materials related to the performance of the services and/or work; provided, that Contractor's storage of equipment and materials shall not hinder or otherwise interfere with Landfill operations, the traveling public, or other contractors employed by or vendors of County. Contractor will be solely responsible for ensuring the security and protection of its equipment, materials, other property, and its services and/or work.

4.2. Access to Landfill is controlled through perimeter fencing and a locking entrance gate. Unless otherwise agreed to by the Parties, Contractor will be limited to accessing Landfill and performing the services and/or work requested by County according to the following schedule:

Walker Landfill	May 1 -September 30	October 1 – April 30
Wednesday	7:30 AM – 3:30 PM	7:30 AM – 3:30 PM
Saturday	7:30 AM – 3:30 PM	7:30 AM – 3:30 PM

Bridgeport Closed Landfill	May 1 – Septeber 30	October 1 – April 30
Tuesday	7:30 AM – 3:30 PM	
Thursday	7:30 AM – 3:30 PM	7:30 AM – 3:30 PM
Sunday	7:30 AM – 3:30 PM	7:30 AM – 3:30 PM

Pumice Valley Landfill	May 1 – Septeber 30	October 1 – April 30
Wednesday	7:30 AM – 3:30 PM	7:30 AM – 3:30 PM
Saturday	7:30 AM – 3:30 PM	7:30 AM – 3:30 PM

Benton Crossing Landfill	May 1 -September 30	October 1 – April 30
Monday – Friday	8:30 AM – 4:30 PM	8:00 AM – 4:00 PM
Saturday	8:30 AM – 12:30 PM	8:00 AM – 12:00 PM
Sunday	CLOSED	CLOSED

Chalfant Closed Landfill	May 1 -September 30	October 1 – April 30
Friday	7:30 AM – 3:30 PM	7:30 AM – 3:30 PM
Sunday	7:30 AM – 3:30 PM	7:30 AM – 3:30 PM

CLOSED: New Year’s Day, Dr. Martin Luther King Day, George Washington Day, Cesar Chavez Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving (Thurs & Fri), Christmas

4.3. Contractor is advised and hereby acknowledges that the Benton Crossing Landfill is operated by County through a lease agreement with the landowner, the City of Los Angeles, Department of Water and Power (LADWP). Further, operations at all County landfills are authorized pursuant to permits issued by various regulatory agencies. Authorized representatives of regulatory agencies will be allowed full access at any time to inspect the premises where Contractor will be performing the services and/or work pursuant to the Agreement.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND TERRA FIRMA ORGANICS, LLC
FOR THE PROVISION OF WOOD AND GREEN WASTE CHIPPING SERVICES**

TERM:

FROM: September 1, 2019

TO: August 31, 2021

SCHEDULE OF FEES:

1. County shall pay Contractor \$1,100.00 per hour for processing clean wood at approximately 65-90 tons per hour from the County landfill locations listed in Attachment A (Scope of Work) during the Term of the Agreement.
2. County shall pay Contractor a one-time charge of \$13,000.000 to move both the excavator and the grinder to all 5 locations. Any additional equipment transportation and operation will be billed at the rate of one hundred fifty dollars (\$150.00) per hour.
3. All costs include labor.
4. As described in Attachment A (Scope of Work), the Parties acknowledge and agree that stockpiles of wood and green waste at County landfills to be chipped and processed by Contract may contain contamination that adversely affects Contractor's equipment and result in the need to repair Contractor's equipment. In recognition of this possibility, Contractor will only bill County, and County will only pay Contractor, for the amount of time during which Contractor performs chipping and processing services PLUS any period of time needed for Contractor to repair its equipment up to 30 minutes. Any request for payment by Contractor for a period of time during which Contractor's repairs exceeds 30 minutes shall be the responsibility of Contractor. Notwithstanding the foregoing, Contractor may request payment for periods of repair exceeding 30 minutes, however, any payment by County for any such period of repair shall be subject to prior approval by County.

See Attachment B1, incorporated herein by this reference (optional).



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Public Works

TIME REQUIRED

SUBJECT 2018-2019 Grand Jury Report -
Board Response

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The 2018-2019 Grand Jury Report (re: the County's Solid Waste program and the January 2023 closing of the Benton Crossing Landfill) and the Board's Response to the Report.

RECOMMENDED ACTION:

Approve the response to the 18-19 Grand Jury Report.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Board Response Letter

History

Time	Who	Approval
9/12/2019 5:02 PM	County Administrative Office	Yes
9/12/2019 3:46 PM	County Counsel	Yes

9/12/2019 4:45 PM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

TO: Board of Supervisors

FROM: Tony Dublino, Director of Public Works

DATE: September 17, 2019

RE: Board of Supervisor's Response to 2018-19 Mono County Grand Jury Report

Recommendation:

Approve proposed Board of Supervisors response letter.

Fiscal Impact:

None.

Discussion:

State law requires elected officials as well as the Board of Supervisors to respond to the findings and recommendations of Grand Jury reports. The Board must respond within 90 days of the issuance of the report (Penal Code section 933(c)).

State law prescribes the specific manner and language to be used by an agency head or governing body in responding to findings and recommendations of a grand jury report. The prescribed response with respect to a finding is to "agree" or "disagree" with an explanation. The prescribed response with respect to a recommendation is generally to indicate whether the recommendation will or will not be "implemented" with an explanation. (Penal Code section 933.05).

The 2018-2019 Grand Jury Report included an investigation into the County's Solid Waste Program, with associated findings and recommendations.

The Board considered a draft response letter at the September 10th meeting, and requested additional comments that have been included in this draft. The 90-day response requirement dictates that the Board submit the response before the end of September, so the Board is requested to approve the letter today.

If you have any questions regarding this item, please contact me at (760) 932-5459.

Respectfully submitted,

Tony Dublino
Director of Public Works



Jennifer Kreitz ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

September 17, 2019

Honorable Judge Mark Magit
Presiding Judge of the Superior Court
100 Thompsons Way
P.O. Box 1037
Mammoth Lakes, California 93546

Re: Response to the Mono County Grand Jury 2018-2019 Final Report

Dear Judge Magit:

Please consider this letter as the official response to the Mono County Grand Jury 2018-2019 Final Report and place this document on file as the Mono County Board of Supervisors' response.

As your honor is aware, last year's 2017-2018 Grand Jury Report contained no recommendations within the County's jurisdiction, so there are no continuing reports to provide from last year's report.

The two investigations and reports within the County's jurisdiction are the Final Report of the Solid Waste Committee and the Jail Inspection Report. Because the Mono County Jail is within the purview of the Mono County Sheriff, she will respond separately.

The Board of Supervisors has reviewed the findings and recommendations contained in the Final Report of the Solid Waste Committee and provides the following response:

Findings:

Whatever the process looks like after the Benton Crossing Landfill closure, it will involve long hauling solid waste out of Mono County, presumably to Nevada. The impact this will have on costs to Mono County, TOML, and their citizens is unclear at this time.

The Board agrees with this finding.

F1. The Grand Jury finds that TOML and its exclusive franchisee Mammoth Disposal consider an upgraded transfer station, at the current Mammoth Disposal owned site in Mammoth, will be adequate to meet the needs of the TOML once Benton Crossing Landfill closes.

This finding pertains to matters under the jurisdiction of the Town of Mammoth Lakes, and as such the Board defers response to the Town. .

F2. Through our investigation the Grand Jury concurs with interviewees that the County-owned Pumice Valley site near Mono Lake is the most likely site for a biomass reactor and associated waste programs.

The Board agrees in part and disagrees in part with this finding.

The Board agrees that the Pumice Valley Landfill is *one* likely site for increased waste management programs in the future.

The Board disagrees that Pumice Valley “is the most likely site for a biomass reactor and associated waste programs,” because this statement must be based on consideration of economic, environmental, and political issues that has not yet been fully resolved by this Board.

F3. The Grand Jury finds that State of California rural county exemptions for recycling and the amount of organic waste going to landfills are subject to change.

The Board agrees with the finding.

F4. Rural jurisdictions in California face unique challenges in dealing with solid waste mandates coming from the State. For instance, Mono County and TOML could increase their state diversion goal compliance numbers if transformation of recyclables such as paper, cardboard, or organic waste into beneficial product such as biochar could be accepted in State mandates.

The Board agrees with the finding.

F5. Comments made by certain members of the Mono County Board of Supervisors and Council members at public meetings demonstrate a lack of urgency and in some cases, a lack of knowledge surrounding the issue of Solid Waste. Decisions, or lack thereof, made in the next few months may affect solid waste policy for many years to come.

The Board agrees in part and disagrees in part with the finding.

The Board agrees that “decisions, or lack thereof, made in the next few months may affect solid waste policy for many years to come.”

The Board does not agree that there is a lack of urgency or lack of knowledge surrounding the issue of solid waste. Although the Grand Jury may interpret comments made by the Board as lacking urgency or knowledge, the Board has been engaged in a frequent, public, and deliberate process to gather input and to plan for the closure of Benton Crossing Landfill and the system that will follow.

F6. There is little information regarding the issue of the closing of the Benton Crossing Landfill and what that will mean to the citizens and visitors of Mono County.

The Board disagrees with this finding.

The subject of Benton Crossing Landfill closure has been in local papers on several occasions over the last ten years, many Board of Supervisors’ Agendas, and consistently on the agenda of the Solid Waste Task Force.

The subject of the Benton Crossing Landfill closure is among the most frequently agendized and consistently reported issues involving Mono County government over the last ten years.

F7. There is little or no information about recycling programs within Mono County and the TOML, what is or is not recyclable, ways to control solid waste, etc.

The Board disagrees with this finding.

The County (in addition to any outreach and education performed by the Town and Mammoth Disposal) has consistently expanded recycling outreach and education programs for over 10 years. The County has maintained a web site for the solid waste program that includes information on recycling and available recycling services and programs. There has been an ongoing effort at the County's transfer stations and landfills to distribute recycling information. There have been rate-based incentives in place to promote recycling. There have been ads placed in local news outlets. There has been outreach and education to local schools.

These efforts are intended to inform the public about the programs currently in place to accept recyclables and to encourage recycling in general, but none of the efforts (nor the Grand Jury's report) address the single largest issue in recycling today, which is the upheaval in recycling export markets, and how those changes have ruined the economic viability of recycling programs across the Country. This issue could lead to a reinvention of the state's recycling priorities and practice, which could nullify some programs and outreach efforts. During this tumultuous period in recycling, it is important to recognize the potential for significant changes in the future, and to plan accordingly.

F8. Task Force meetings are posted to the Mono County website. However, when members of the Grand Jury signed up to subscribe to email updates through the link, nothing was ever received. Grand Jury members were also unable to find minutes of previous meetings and supporting documents listed as being posted on the site

The Board agrees with the finding and has since corrected the issue.

Recommendations:

R1. We recommend that the TOML view the Mammoth Disposal transfer station as Phase One of their plan with Phase Two being a larger site which can accommodate the processing of industrial waste, green waste, and other programs which can be used to reduce landfill usage and reduce costs. Timeline: By January 1, 2023.

This recommendation pertains to matters under the jurisdiction of the Town of Mammoth Lakes, and as such the Board defers to the Town for response.

R2. The Grand Jury recommends that TOML and Mono County partner to make necessary improvements to the Pumice Valley site for it to be a viable location for a biomass reactor, associated waste programs, and recycling operations. Timeline: Completed no later than January 1, 2023.

This recommendation requires further analysis.

The Board agrees with the timeline stated in the report related to making improvements to a future waste management site by January 1, 2023, and County staff has been working diligently toward that timeframe.

The Grand Jury's recommendations to 1. Partner with the Town; 2. Use the Pumice Valley Landfill site; and 3. Improve the site to locate a biomass reactor, each require additional analysis.

1. **The scope and parameters of the analysis of a long-term partnership with the Town relating to Solid Waste must include (at least) the analysis of the logistics and economic impacts of transporting waste from the Town to Pumice Valley by both franchise haulers as well as self-haulers, and whether such a proposal meets the interest of the Town government, its citizens, and its waste hauler.**
2. **The scope and parameters of the analysis of using the Pumice Valley site for such programs must include (at least) the potential environmental impacts of increasing volume and other programs, and the political and economic considerations of utilizing the site for these purposes against other available options.**
3. **The scope and analysis of improving the site to locate a ‘biomass reactor’ must include (at least) the consideration of the environmental impacts of such infrastructure, whether the ‘transformation’ of material will actually count as diversion in future years, the cost and availability of delivering the output of a biomass reactor to market, and the economic considerations as compared to other available options.**

Solid Waste staff intends to prepare the above items for discussion before the Board by December 2, 2019.

R3. The Grand Jury recommends that TOML and Mono County develop a plan for complying with the amounts of recycling and organic waste going to landfills in the likely event that State of California rural exemptions are changed by July 1, 2020. Timeline: No later than July 1, 2020.

Board Response: this recommendation will not be implemented at this time.

This recommendation is not warranted at this time because it is not yet known what will change with the rural exemptions, and what opportunities for compliance may be available to the County at the time of those changes (i.e, other developments and infrastructure outside the County’s jurisdiction). Once those changes are known, the County will take steps to comply with the regulations but until that time, any planning efforts would be premature.

R4. The Grand Jury recommends that Mono County and TOML continue to work with other rural jurisdictions to expand the State’s understanding of the challenges that rural areas face in achieving current mandated diversion and recycling goals. Timeline: Ongoing.

This recommendation is already being implemented. County is currently engaged in this effort through membership and attendance in the Environmental Service Joint Powers Authority, a subgroup of the Rural County Representatives of California, that is focused on legislative matters impacting rural solid waste issues.

R5. The Grand Jury recommends that both the Mono County Board of Supervisors and the Council meet with appropriate Mono County and TOML staff on the issues pertaining to solid waste in order to educate themselves about the situation imposed by the closing of the Benton Crossing Landfill, in order to make informed decisions for their constituents. Timeline: By October 31, 2019.

This recommendation has been implemented, with this response letter forming the first in a series of monthly public Board items devoted to Solid Waste issues.

R6. The Grand Jury recommends that both the Mono County Board of Supervisors and the Council and their staff develop a plan for mass communication to their constituents and visitors about the upcoming closure of the Benton Crossing Landfill and what steps they (Mono County Board of Supervisors and Council) are taking to manage that situation. Timeline: October 31, 2019.

This recommendation has been implemented. The Board will provide this mass communication through the traditional means of Board meeting agendas and related staff reports that will occur as a result of the series of Board items described above.

R7. The Grand Jury recommends that the TOML and Mono County work together with local Departments of Public Works, the Task Force, lodging and like associations, Chambers of Commerce and Non-governmental Organizations throughout Mono County to develop programs to educate the public, especially visitors, about what we can all do to increase recycling and minimize solid waste. Timeline: January 1, 2020.

The recommendation will be implemented in the future and will direct staff to pursue additional outreach efforts with a report back to the Grand Jury in next year's report.

R8. The Grand Jury recommends that Mono County staff support the Task Force website so that Mono County residents can be better informed about Task Force meetings and be able to engage in the process of creating solid waste policies. Timeline: October 1, 2019.

This recommendation has been implemented.

The Board of Supervisors and County staff recognize the critical role the Grand Jury provides to the community and the County by ensuring the legal and financial adequacy of government services. The Grand Jury provides a sense of openness, transparency and accountability that are crucial to our democracy, and the County appreciates the work performed and the guidance offered. The County thanks the members of the Grand Jury for their public service and encourages the Court to continue to ensure broad representation from all communities of Mono County.

Sincerely,

John Peters, Chair
Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

TIME REQUIRED

SUBJECT

Mono County Sheriff's Response to
the 2018-19 Grand Jury Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Mono County Sheriff's response to the 2018- 2019 Grand Jury Report.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
9/12/2019 10:58 AM	County Administrative Office	Yes
9/11/2019 10:37 AM	County Counsel	Yes
9/12/2019 11:37 AM	Finance	Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Phillip West
Undersheriff

September 10, 2019

Honorable Judge Mark Magit
Presiding Judge, Mono County Superior Court
100 Thompson Way
Post Office Box 1037
Mammoth Lakes, California 93546

Re: Response to the Mono County 2018-2019 Grand Jury Final Report

Dear Judge Magit:

The Mono County Sheriff's Office is in receipt of the Mono County 2018-2019 Grand Jury Final Report. As required by California Penal Code Section 933(c), I am responding to the portions of the report that relate to the Mono County Sheriff's Office.

Recommendation 1: The Mono County Board of Supervisors and Department of Public Works should make every effort to progress the final planning and construction phases of the New Jail building to avoid cost overruns, provide the best possible long-term facility and be able to incorporate the health clinic for locals. Timeline: End of 2019.

The Sheriff's Office agrees with the recommendation. We continue to partner with Public Works in planning for the construction of the New Jail.

Recommendation 2: The Mono County Board of Supervisors should fund all open jail staff positions. Timeline: The next Fiscal Budget.

The Sheriff's Office agrees with the recommendation. Sheriff Braun requested the funding of all positions during the budget process, and the 2019-2020 Mono County Budget funded 18 out of 20 positions in the Jail, leaving two Public Safety Officer positions unfunded. The Sheriff's Office is currently in the hiring process for three funded positions: one current vacancy and two anticipated vacancies.

Recommendation 3: Sheriff Department Jail Staff should continue their current practices. Timeline: Ongoing.

The Sheriff's Office agrees with the recommendation and will continue to allow all employees an hour each day for exercise with supervisor approval.

Recommendation 4: Sheriff Department Jail Staff should continue their current practices and procedures. Timeline: Ongoing.

The Sheriff's Office agrees with the recommendation and will continue to treat inmates appropriately, ensuring the safety and welfare of both employees and inmates.

Recommendation 5: The Sheriff's department is recommended to provide additional camera coverage for any potential blind spots within the current jail facility. Timeline: Within the next six months.

The Sheriff's Office agrees with the recommendation. We are assessing the positioning of our current cameras to ensure that all aspects of Jail operations are covered. It should be noted that some aspects that are not covered by cameras are in the constant line of sight of the control center. We will also work with Public Works staff in the planning of the New Jail to install cameras to cover all aspects of Jail operations.

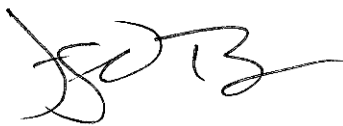
Recommendation 6: Continue discussions of a possible Joint Powers Authority to manage a new 911 system shared by Mono County and Inyo County and their appropriate emergency agencies (Police, Fire, Etc.) to provide improved and consistent services to the community. Timeline: Ongoing.

The Sheriff's Office agrees with the recommendation and is actively engaging with partner agencies in Mono and Inyo Counties on the potential for a regional dispatch center. On August 13, 2019, the Mono County Board of Supervisors approved an expenditure of up to \$25,000 toward a Feasibility Study and Implementation Plan for a regional dispatch center. The Town of Mammoth Lakes also approved a \$25,000 expenditure, and requests are pending with the Bishop City Council and Inyo County Board of Supervisors.

Recommendation 7: The Mono County Board of Supervisors is recommended to make an annual visit/tour of the Mono County Jail. Timeline: Annual.

The Sheriff's Office agrees with the recommendation and welcomes a visit by the Mono County Board of Supervisors.

Respectfully submitted,



Ingrid Braun
Sheriff-Coroner

c: Mono County Board of Supervisors
Steve Barwick, County Administrative Officer
Stacey Simon, County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

TIME REQUIRED

SUBJECT

Letters regarding Wilson and Mill
Creeks and the Board's Request to
Settlement Parties

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letters from Katie Maloney-Bellomo on behalf of People for Mono Basin Preservation, and Hillary Hansen Jones regarding the Board's letter from July 16, 2019 to Southern California Edison.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Bellomo Letter
<input type="checkbox"/> Jones Letter

History

Time	Who	Approval
9/12/2019 10:58 AM	County Administrative Office	Yes
9/11/2019 12:09 PM	County Counsel	Yes
9/12/2019 11:39 AM	Finance	Yes

From: Katie Maloney Bellomo <hydroesq@schat.net>
Sent: Friday, September 6, 2019 11:20 AM

Subject: Re: Wilson/Mill Creeks and Board's request to Settlement Parties

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Board of Supervisors:

I hope you have all had a nice summer. I am writing on behalf of People for Mono Basin Preservation to inquire if you have received a response to the Board's letter of July 16, 2019. As you know, that letter accepted Edison's offer (on behalf of the Settlement Parties) to provide the Board with a presentation on the proposed water management plans for Mill and Wilson Creeks. We have been watching the Board's agenda, and have not seen any such presentation scheduled to occur.

If Edison (or the other Settlement Parties) have not placed the presentation on an upcoming agenda, then we respectfully suggest that the Board go ahead and set the Wilson/Mill water allocation issue on an upcoming agenda for discussion anyway. At a minimum this will allow interested members of the public an opportunity to discuss with the Board the water management that has been observed this summer. It will also give the Board an opportunity to discuss among itself what action(s) the County should consider taking if the Settlement Parties continue to stonewall the County. You may not be aware that Edison's management of Wilson Creek has dried up the lower portions of Wilson Creek numerous times this summer. Most recently it has been dry for many days in a row. What does Edison plan going forward? What are its plans for the resources that depend on this water?

The County has been, in PMBP's opinion, very cooperative in its approach to this issue with Edison and the Settlement Parties. Unfortunately, it does not appear that these entities care to work in an open process with Mono County, and instead are choosing simply to ignore the County and the citizenry whom the County represents. The County expressed a desire to avoid going either to Superior Court or to the State Water Resources Control Board to seek a solution to this water issue. Instead it chose to pursue a collaborative approach. But a collaborative approach is only possible if Edison and the Settlement Parties choose to participate. Thus far PMBP sees no evidence of any willingness on their part to collaborate, let alone divulge any information about the water planning and allocation that is being implemented — without any environmental review.

Thank you in advance for your attention to this letter. We look forward to hearing from the Board or its staff regarding next steps.

Sincerely,

Katie Maloney Bellomo
on behalf of People for Mono Basin Preservation

September 6, 2019

Dear Mr. Chairman and Board Members,

I would like to thank the Board for its July 16th, 2019 letter RE: Water Management Plans on Mill and Wilson Creeks. As the letter specifically states that the Board accepted the offer from SCE and asked for “a presentation as an informational agenda item at a Board meeting in the near future.”, the concerned citizens of the Mono Basin have very much appreciated the Board’s concern, and would now like to know if the Board has followed up on its intent to schedule this informational meeting regarding Wilson Creek?

I have closely followed the agenda since this request was made on July 16th, 2019, and I have seen no such item scheduled. I am aware that Chairman Peters has visited Wilson Creek, but there has been no mention of this visit in regard to this issue in the agenda.

As a member of People for Mono Basin Preservation, and advocate for the protection of Wilson Creek, I would like to respond to the Letter to the Editor published in the August 3rd edition of The Sheet, written by the Mono Lake Committee (MLC), regarding the ongoing issues of management at Mill and Wilson Creeks, in the North Mono Basin.

The lower section of Wilson Creek that was reported on in the June 22nd, 2019 issue of The Sheet, ran dry again on August 6th, 2019, and has continued to re-flow and dry up several times since. * Pictures are attached. * Surely this has caused further devastation and death within the wild brown trout fishery, and likely also to nesting birds, and other vital wildlife that rely on Wilson Creek for their survival.

It appears to me that the MLC’s description of the situation leaves out several important details, or otherwise, perhaps purposefully, misrepresents some key facts. There is much history that was left out of the MLC Letter regarding these 2 creeks, such as all the important information in the 1998 State Water Resources Control Board Water Rights Order, found on the MLC website:
<http://monobasinresearch.org/images/legal/wro98-05.htm>

The MLC begins their letter by stating that the: “County Supervisors have asked for more communication” about the issue. The well-crafted letter that was sent to the MLC and other members of the “Settlement Parties” by the board, on July 16th, which is publicly available here:
<https://agenda.mono.ca.gov/agendapublic/CoverSheet.aspx?ItemID=10643&MeetingID=665>, is far more direct than just asking for “more communication”.

In fact, the Board asked for not just communication, but transparency, taking issue with the fact that thus far management discussions have been happening behind closed doors:

“We appreciate that there may have been a time for the Settlement Parties to conduct meeting in private; however that time has passed”, and they call for “a communications plan that provides for the meaningful involvement of both water rights holders as well as stakeholders and the public (which) creates a more transparent and collaborative process.” So, as you can see, the County actually asks for this issue regarding the management of public land and public water, to be conducted in an open and public process, as issues such as this usually are.

Even more importantly, the Board also asks very directly in the same letter for “environmental review”, two words the MLC’s letter never utters. Indeed, the Board’s letter concludes by saying: “the Board strongly urges the Settlement Parties to prepare a communications plan and review the potentially significant environmental impacts associated with those plans prior to returning any water to Mill Creek.”

So again, it is curious that the MLC implies that the County simply asked for, as the MLC says “that the Mono Lake Committee should do a better job of communicating” when they really asked for two things that have been strangely missing in this whole process: transparency and environmental review.

The MLC letter continues with another quite blatant misrepresentation: the MLC’s characterization of the water rights and the allocation of the flows between the two creeks. I am not a water rights holder, neither is the MLC, (as is Mono County) or a water rights expert, but you do not have to be either to read the 1914 water rights decree for Mill Creek, that was explicitly written for the purposes of ranch irrigation. You can read this long-winded decree for yourself on the MLC’s website: <https://www.monobasinresearch.org/images/legal/millcreek1914wrdecree.pdf>

In 1914, agriculture was the primary way of life in the Mono Basin. The whole of Mill Creek was divided up to run down ditches and irrigate fields. Ranchers and farmers who were using both Mill and Wilson Creeks to grow melons to sell to the people of Bodie, did not concern themselves with what some of us care so much about now; the ecological concerns that threaten these creeks today.

That is why it is bizarre to see the MLC state simply, in such revisionist fashion: “water is then diverted from Mill Creek to create flow in Wilson Creek”, and that “about 50% of Mill Creek is allocated to flow in Wilson Creek on average.” The truth is, the water rights don’t allocate any flow for either creek, they are rights that were written for irrigation and connected to parcels of land in the North Mono Basin, and some of the water is still used that way. All of these claims wildly contrast the reality of the appropriative water rights of Mill Creek, which were decreed at Mono County Superior Court in 1914, over a century ago.

For instance, not to speak for Mono County, but it is my understanding and observation, that Mono County uses their current water rights to irrigate the Conway Ranch, in accordance with the Conservation Easement put on that property under the Eastern Sierra Land Trust: <https://monocounty.ca.gov/facilities/page/conway-ranch-conservation-easement>, to protect the important resources on that property. So, they do not use their water to “create flow in Wilson Creek”. Why the MLC continues to focus on the water rights as dictating flows in the creeks isn’t logical.

The concept, however, of allocating a flow for both creeks, is probably a great solution. If the proper regulatory authority stepped in, such as the State Water Resources Control Board, (not the MLC or Southern California Edison, but the entity with real authority), conducted a scientifically valid, environmental review of the important resources that exist on both creeks, then a minimum flow requirement could be set for both creeks to protect both creeks, independent of the water rights used for irrigation. Though the water rights should not necessarily be re-written or thrown out, a re-working of the situation that takes into account the Public Trust Resources that exist on both creeks, and provides a flow independent of water rights should be possible, taking into account modern environmental regulations that did not exist in 1914. Has the SWRCB even been notified by the Board of this serious issue?

We know it is definitely possible, because it has happened before. The now celebrated Mono Lake story, that so many of us here in the Mono Basin know well, rests on this concept: that the Public Trust resources in a stream, such as a fishery, and other wildlife habitat, must be protected regardless of what old water rights say. The Mono Lake Committee saved Mono Lake in the name of that concept, why are old water rights suddenly so important to them now? What does the MLC Board of Directors have to say about this? Do they have no interest in living by David's original mission, or preserving his and Sally's illustrious legacy of saving Mono Lake and ALL of its tributary streams?

In regards to the fish kill in May that has seemed to bring much needed attention to this issue, that incident seems not to fit well with the MLC's characterization that "When you apply the legal requirements in the present day... that means Wilson flows 24/7/365, be it a wet year... or a record dry one...". If the bottom of Wilson Creek ran dry suddenly, in mid-May of a record wet year and again last week, and killed fish, clearly the flows in Wilson are not as guaranteed as the MLC suggests. Could the real reason the creek dried out in May and again last week be that unprecedented amounts of water began to be returned to Mill above Wilson Creek, at the same time that water rights holders were taking out water for irrigation, leading to levels so low in Wilson Creek there was nothing left at the bottom? All without the slightest hint of environmental review being done first. The MLC's letter seems designed to mislead, misinform, and drive the reading public away from the real problems as well as the real solutions.

There is so much more that can be said about this frustrating situation that has gone on for far too long. What about for instance, the section in the Mono Basin Scenic Area Management Plan, of which large parts of both Mill and Wilson Creek run, that says on p. 50, section 16.: pdf "Provide fishery habitat in all streams including Rush, Lee Vining, Mill, and Wilson Creeks."? Isn't the scenic area plan the "guiding light" that we affected in the Mono Basin, must all follow? The full management plan can be found at: <https://www.monobasinresearch.org/images/legal/scenicareacmp.pdf>

What those of us living here close to these creeks simply want, is to see the responsible management and conservation of our home, the North Mono Basin. The solution is not just, as the MLC strangely insists, to "follow the water rights", but rather to follow environmental law. To conduct a review of the natural resources in question, decide how much water can be given to protect and preserve each of those resources, and allocate minimum flows to both creeks in the name of the Public Trust.

Those of us responsible citizens here at Mono Lake who are truly concerned, want equal protection for all resources; for all creeks, birds, wildlife and ecosystems. If the most prominent environmental group in the area won't advocate for that, then the rest of us must.

We are tired of witnessing "restoration" by destruction.

Hillary Hansen Jones
Mono Lake









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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Board of Supervisors

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Corless

SUBJECT Resolution Recognizing Indigenous Peoples' Day

AGENDA DESCRIPTION:

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

As part of Mono County's commitment to promote the well-being of all of its citizens, and an effort to celebrate the thriving cultures and values of the Indigenous Peoples in our region, the Board of Supervisors will consider a resolution to designate the second Monday in October to be known as Indigenous Peoples' Day.

RECOMMENDED ACTION:

Approve proposed resolution R19-___, Modifying established County holidays designated by the County personnel rules by changing the second Monday in October to be known as "Indigenous Peoples' Day."

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Resolution</p>

History

Time	Who	Approval
9/12/2019 10:19 AM	County Administrative Office	Yes
9/11/2019 1:51 PM	County Counsel	Yes

9/12/2019 9:25 AM

Finance

Yes



R19-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
MODIFYING ESTABLISHED COUNTY HOLIDAYS
DESIGNATED BY THE COUNTY PERSONNEL RULES
BY CHANGING THE SECOND MONDAY IN OCTOBER TO BE KNOWN AS
“INDIGENOUS PEOPLES’ DAY”**

WHEREAS, Mono County is the traditional homeland of Native American tribes, including the Bridgeport Indian Colony, Mono Lake Kutzadika'a Tribe, and Utu Utu Gwaitu (Benton Paiute) Tribe, whose sovereignty, cultural heritage, and stewardship of this area deserve appreciation and acknowledgement; and

WHEREAS, the Mono County Board of Supervisors believes it is important to recognize and celebrate the Indigenous Peoples of the Americas and the civilizations they created; and

WHEREAS, Mono County’s Established County Holidays are recognized in the County Personnel Rules, section 210, *Hours of Work and Holidays*; and

WHEREAS, the Mono County Personnel Rules, section 210 B., *Holidays*, provides that the Board of Supervisors may add, eliminate, or modify the designated holidays by resolution; and

WHEREAS, the second Monday in October has been established as a County Holiday known as “Columbus Day” pursuant to Mono County Personnel Rules section 210 B. 8.; and

WHEREAS, the Mono County Board of Supervisors recognizes that that celebrating Columbus Day and focusing on so-called “discovery” of the lands commonly known as the Americas contributes to overlooking the peoples and civilizations that have existed in the Americas since before sustained European contact; and

1 **WHEREAS**, the Mono County Board of Supervisors hopes to honor and recognize the
2 continual contributions of the Native Americans of this region by dedicating a holiday to the
3 Indigenous Peoples of Mono County and the Americas;

4 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County
5 of Mono, State of California, that Mono County Personnel Rules section 210 B. 8. is hereby
6 amended to eliminate the second Monday in October, heretofore known as “Columbus Day,” as
7 an Established County Holiday; and,

8 **BE IT FURTHER RESOLVED** that Mono County Personnel Rules section 210 B. 8. is
9 hereby amended to designate and add the second Monday in October, henceforward to be known
10 as “Indigenous Peoples’ Day,” as an Established County Holiday.

11 **PASSED, APPROVED and ADOPTED** this 17th day of September, 2019, by the
12 following vote, to wit:

13
14 **AYES:**

15 **NOES:**

16 **ABSENT:**

17 **ABSTAIN:**

18
19
20
21 _____
22 John Peters, Chair
23 Mono County Board of Supervisors

24 **ATTEST:**

25
26
27 _____
28 **APPROVED AS TO FORM:**

29
30
31 _____
32 Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Board of Supervisors

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Stacy Corless

SUBJECT Letter Supporting Federal
Recognition of Mono Lake Kutzadika
Tribe

AGENDA DESCRIPTION:

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

The Mono Lake Kutzadika has requested a letter from the Board of Supervisors in support of its petition for federal recognition. A similar letter was sent by the Board in 2009.

RECOMMENDED ACTION:

Approve and authorize the Chair of the Board to sign letter supporting the Mono Lake Kutzadika's petition for federal recognition.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Letter

History

Time	Who	Approval
9/12/2019 10:20 AM	County Administrative Office	Yes
9/10/2019 10:44 AM	County Counsel	Yes

9/12/2019 11:38 AM

Finance

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen
Jason Canger

**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 Lucas

To: Board of Supervisors

From: Stacey Simon

Date: September 17, 2019

Re: Letter of Support for Tribal Recognition

Recommended Action

Approve and authorize the Chair of the Board to sign letter supporting the Mono Lake Kutzadika's petition for federal recognition.

Strategic Plan Focus Area(s) Met

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

Fiscal Impact

None.

Discussion

The Mono Lake Kutzadika has requested that your Board provide a letter supporting its efforts to achieve federal recognition. The Board provided a similar letter in 2009, but for various reasons, recognition has not yet occurred.

Legal Process for and Significance of Federal Recognition

A federally recognized tribe is a tribal entity that is recognized as having a government-to-government relationship with the United States, with the responsibilities, powers, limitations, and obligations attached to that designation. A federally recognized tribe is eligible for funding and services from the Bureau of Indian Affairs.

Federally recognized tribes possess inherent rights of self-government (i.e., tribal sovereignty) and are entitled to receive certain federal benefits, services, and protections because of their special relationship with the United States. At present, there are 573 federally recognized tribes and/or villages.

There are three ways in which a tribe may become federally recognized:

1. Through an act of Congress;
2. Through the administrative procedures set forth in 25 C.F.R. Part 83 of the Code of Federal Regulations; or
3. By decision of a federal court.

The inherent powers of federally recognized tribe include the right to form a tribal government; to make and enforce laws, both civil and criminal; to tax; to establish and determine membership (i.e., tribal citizenship); to license and regulate activities within tribal jurisdiction; to zone; and to exclude persons from tribal lands, among others.

If you have any questions related to the legal process and/or effect of tribal recognition prior to your meeting, please call me at 924-1704.



Jennifer Kreitz ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

September 17, 2019

Mono Lake Kutzadika Tribe
P.O. Box 237
Lee Vining, CA 93541

To Whom It May Concern:

The Mono County Board of Supervisors continues to support the Mono Lake Kutzadika Tribe's petition for federal recognition. Traditionally and historically the Tribe has been, and continues to be, recognized as a political and tribal community.

The Mono Lake Kutzadika community is located in the Mono Lake Basin of eastern central California, with most of the people living in or near the town of Lee Vining. This community is a vital and integral part of the cultural history of the area, and their presence in the Mono Lake Basin dates back to the 1850s.

Members of the Tribe have served on the Toiyabe Indian Health Project Board, some for more than 15 years. The Tribe has also been recognized by local federal agencies, such as the National Park Service and United State Forest Service, as a political entity to be consulted with on major federal undertakings affecting their aboriginal lands.

Because of the Tribe's historic presence in the Mono Lake Basin, their work with local federal, their work with local federal agencies, and the important role their culture plays in the heritage of this region, the Mono County Board of Supervisors supports federal recognition for the Mono Lake Kutzadika Tribe.

Sincerely,

John Peters, Chair
Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Board of Supervisors

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Wendy Schneider, Executive Director

SUBJECT Friends of the Inyo Presentation

AGENDA DESCRIPTION:

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

Presentation by Wendy Schneider, Executive Director, providing an overview of the Friends of the Inyo, a 501(c)(3) non-profit organization operating in the Eastern Sierra.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Presentation

History

Time	Who	Approval
9/12/2019 10:07 AM	County Administrative Office	Yes
9/6/2019 3:47 PM	County Counsel	Yes
9/12/2019 9:09 AM	Finance	Yes



FRIENDS
OF THE INYO

SINCE 1986



PROTECTING
& CARING
FOR THE EASTERN SIERRA

Our Inspiration

- 10,000 Years of Stewardship
- Abundant Natural Resources
- Outstanding Recreational Opportunities



Where We Work

From Death Valley to Yosemite
and everywhere between...



What We Do

- Policy
- Stewardship
- Education
- Exploration



An aerial photograph of a wide, green valley with a winding river. The river flows from the top center towards the bottom center, forming several large loops. The surrounding landscape is a mix of green grass and brownish-grey shrubs. In the far distance, a range of mountains with snow-capped peaks is visible under a clear blue sky. The word "Policy" is overlaid in the center of the image in a large, white, sans-serif font.

Policy

Keep Long Valley Green



Conglomerate Mesa



Renewable Energy Development



Stewardship

A group of five hikers with backpacks are walking away from the camera on a rocky, uneven trail. They are heading towards a calm lake in the middle ground, with dark, jagged mountains in the background under a heavy, overcast sky. The word "Stewardship" is overlaid in large white text across the center of the image.

Trail Ambassadors



Volunteer Events



Education



Exploration

A photograph of two trail runners in a desert landscape. The runner on the left is wearing a purple long-sleeved shirt, dark shorts, and a black visor. The runner on the right is wearing a light blue long-sleeved shirt, red shorts, and a blue and white cap. They are running on a dirt path with sparse vegetation. In the background, there are rolling hills and a range of snow-capped mountains under a clear blue sky. The word "Exploration" is overlaid in large white text across the center of the image.

Owens Lake Bird Festival



Backcountry Film Festival



Our Resources

- Membership
- Private Foundation Grants
- Contracts
- Local Business Partnerships





Thank You



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Public Works

TIME REQUIRED 20 minutes

SUBJECT Civic Center Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tony Dublino, Director of Public Works

AGENDA DESCRIPTION:

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

Informational update on the progress of the Mono County Civic Center project at 96 Thompsons Way.

RECOMMENDED ACTION:

None; informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

History

Time	Who	Approval
9/12/2019 5:02 PM	County Administrative Office	Yes
9/12/2019 3:48 PM	County Counsel	Yes
9/12/2019 4:43 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: September 17, 2019
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works
Subject: Mono County Civic Center – Monthly Update

The following information is intended to inform the Board and the public about the current status of the Civic Center project.

Current Status

Permit Submittals and Issuance

The final permit submittal, Package 3 (of 3) is anticipated to be submitted on September 13 and should have been submitted by the time of today's item.

Construction

As of the time of this writing, the core and shell of the building has been erected in its entirety. The steel roof deck and second floor deck are being installed, along with the outdoor canopies that protect walkways surrounding the building. The parking lot and access road rough grading is complete, with the water main relocation and sewer line installation beginning next week.

Construction Manager

The County has executed a contract with Vanir Construction to provide additional construction management support. Meetings are occurring weekly, and they are providing valuable expertise on issues as they arise. Some of the issues currently being analyzed by Vanir include review of the invoices and change orders, estimating and bid proposals for various parts of the work, and the viability of any value engineering proposals that are brought forward.

Interagency Coordination

License Agreement with Southern Mono Healthcare District (SMHD)

The license agreement has been approved in concept by the SMHD Board, and by the time of today's item is expected to be fully executed. The County expects to be involved to some extent in the continuing discussions between the town SMHD on the future of the 'irregularly shaped' parcels that were part of the Tavern Road Access prior to the re-design of that roadway.

Encroachment Permit with Town of Mammoth Lakes

All encroachment permits and grading permits with the Town are in place at this time.

The County expects to meet with Town representatives this week to further discussions on site planning and campus planning that will be consistent with the Town's future vision for the project, as well as landscaping details for the area surrounding the County building and parking area.

MCWD Development Agreement

The development agreement with MCWD has been executed, bonds have been provided and permits have been issued for the work. Contractors attended a pre-construction meeting with MCWD officials, and work is expected to begin Monday of this week.

Design

There is not much happening on the design front this month. There have been some minor changes to the window schedule, and the County has moved away from composite shingle and back to a metal standing seam roof. The County is now awaiting the completion of mock-up panels where the exterior stain and finish will be tested so that can be selected.

There will be discussion on various finish details for the interior of the building, but the focus is turning to exterior and site details at this time.

Budget and Estimate

Budget continues to be a major focus of this project. The most recent budget meeting was last week, on September 4th. The current project estimate is \$21,110,336.

This total includes a contingency of \$600,000, so if the contingency is removed, the project is (estimated) over budget by \$10,336.

The overall budget has remained similar to the last report, although there has been some movement among various line items.

Value Engineering

There have been no value engineering concepts proposed or adopted since the last meeting. One noteworthy change is that the team has abandoned the idea of composite shingles. This was expected to save the project approximately \$150,000 – but as we researched warranty options, construction methods and the ability to install solar panels on a comp shingle roof in the future, it became clear that a standing seam metal roof was the preferred option and we have since directed the contractor to proceed with that initial option.

Move In

Staff has been working on preliminary plans for moving into the new building. At this time, Department heads have been requested to identify representatives that can speak to their individual Department's needs for the move and participate in team meetings to begin planning the process in earnest. Meetings of the representatives have not yet occurred.

Interim CAO Wilbrecht had assumed responsibility for managing the actual move, and was researching moving company alternatives prior to the arrival of CAO Barwick. This effort was delayed by the turnover in the CAO's office, but it is expected that CAO Barwick will

coordinate with Public Works to either manage or assign the move-in project. The goal is to plan and implement an efficient move of all Departments into the building shortly after substantial completion, expected during the month of March 2020.

Schedule

With continuing good weather and quick work on the tilt-up and steel placement, the project has caught back up to the main schedule. Confidence remains that the building will be 'dried in' by October.

The scheduled date for substantial completion of the project remains February 2020 and Occupancy by end of March 2020.

If you have any questions regarding this item, please contact Tony Dublino at tdublino@mono.ca.gov (760) 932-5459.

Respectfully submitted,



Tony Dublino / Director of Public Works



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: County Counsel and Human Resources

TIME REQUIRED 10 minutes (5 minutes presentation, 5 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Stacey Simon

SUBJECT Employment Agreement with Christian Milovich

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Christian E. Milovich as Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R19-__, approving a contract with Christian E. Milovich as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2019-2020 (September 14 to June 30th) is approximately \$125,875 of which \$101,270 is salary and \$24,605 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2019-2020) would be \$159,000 of which \$127,920 is annual salary and \$31,080 is the cost of the benefits.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution - Milovich Employment Agreement
<input type="checkbox"/> Employment Agreement

History

Time	Who	Approval
9/12/2019 10:09 AM	County Administrative Office	Yes
9/10/2019 10:17 AM	County Counsel	Yes
8/29/2019 10:51 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne N. Larsen
Jason Canger

**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 Lucas

To: Board of Supervisors
From: Stacey Simon
Date: September 17, 2019
Re: Employment Agreement of Christian Milovich

Recommended Action

Adopt Resolution #R19-_____, approving agreement with Christian Milovich as Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Strategic Plan Focus Area(s) Met

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

The County Counsel's office supports every department, board and commission in Mono County in implementing the goals set out in the Mono County Strategic Plan. Accordingly, this action, which supports the functioning of this office, meets all five focus areas.

Fiscal Impact

There is no new fiscal impact because the salary for the position is unchanged.

Discussion

Ms. Milovich began working in the County Counsel's office in 2013. Since that time, she has provided consistently outstanding service and commitment to the office and to the County. Recent examples of her work include: coordination and drafting of detailed regulations for commercial cannabis and record retention in Mono County; representing child welfare services in nearly all child welfare cases within the County; representing Behavioral Health and Social Services in nearly all conservatorship cases within the County; representing the Community Development Department and Planning Commission in land use and planning

matters; responding to emergency medical situations in the jail and working towards long-term solutions for the provision of care; representing the County in litigation related to the listing of the Bi-State Sage Grouse under the Endangered Species Act; representing the County in litigation to recover underpaid payment in lieu of taxes (PILT); reviewing numerous contracts and other documents; and much more.

It is with extreme pleasure that I recommend that the Board approve a continued employment agreement with Christy Milovich as Assistant County Counsel.

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



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH CHRISTIAN E. MILOVICH
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

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

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

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1 **PASSED, APPROVED** and **ADOPTED** this 17th day of September, 2019, by the
2 following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7
8
9
10 _____
11 John Peters, Chair
12 Mono County Board of Supervisors

13 **ATTEST:**

14 **APPROVED AS TO FORM:**

15
16 _____
17 Clerk of the Board

18
19 _____
20 County Counsel

Employment Agreement of Christian E. Milovich

This Agreement is entered into as of September 14, 2019, by and between Christian E. Milovich and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Milovich as its Assistant County Counsel on the terms and conditions set forth in this Agreement. Ms. Milovich wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be September 14, 2019, until September 13, 2022, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Milovich in writing no later than March 13, 2022, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Milovich shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Milovich that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Milovich as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Ms. Milovich shall continue to be employed by Mono County as the Assistant County Counsel in accordance with the terms and conditions of this Agreement. Ms. Milovich accepts such continued employment. The County Counsel shall be deemed the "appointing authority" for all purposes with respect to Ms. Milovich's employment.
3. Ms. Milovich's salary shall be \$10,660 per month. The Board may unilaterally increase Ms. Milovich's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Ms. Milovich's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Milovich in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Milovich shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Milovich understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Milovich's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Milovich shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Ms. Milovich's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R14-54 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Ms. Milovich understands and agrees that the receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Milovich cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Milovich's regular schedule ever be reduced to less than

full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

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

11. Ms. Milovich may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Milovich shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Milovich. Consistent with Ms. Milovich's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Milovich may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Milovich's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Milovich's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Milovich's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

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14. Ms. Milovich acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Milovich further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of September 14, 2019.

EMPLOYEE

THE COUNTY OF MONO

Christian E. Milovich

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

STACEY SIMON
Acting County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Community Development

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Wendy Sugimura

SUBJECT Employment Agreement with Tom Perry as Part-Time Building Official

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Tom Perry as part-time Building Official, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt resolution R19-___, approving employment agreement with Tom Perry as part-time Building Official prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said agreement on behalf of the County.

FISCAL IMPACT:

Total cost of salary and benefits for FY 19-20 is \$32,100, of which \$31,554 is salary, and is included in the Community Development Department budget.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Resolution -Perry Employment Agreement
Tom Perry Employment Agreement

History

Time	Who	Approval
9/12/2019 10:56 AM	County Administrative Office	Yes
9/6/2019 3:44 PM	County Counsel	Yes
9/12/2019 3:29 PM	Finance	Yes

Mono County Community Development Department

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

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

Date: September 17, 2019
To: Honorable Board of Supervisors
From: Wendy Sugimura, Community Development Director
Subject: Employee Agreement with Tom Perry as part-time Building Official

Recommended Action(s):

Approve agreement with Tom Perry, appointing him as part-time Building Official for Mono County.

Fiscal Impact:

Total cost of salary and benefits for FY 19-20 is \$32,100, of which \$31,554 is salary, and is included in the Community Development Department budget.

Background:

A recruitment was open for the Building Official position in the Community Development Department from May 2016 through Sept. 2017 with no qualified applicants. If the full-time position were hired, the salary (without benefits) would be approximately \$84,800.

Although Community Development staff was able to find solutions and to generally work around the absence of a Building Official, it reduced department efficiency overall and occasionally presented a critical roadblock for a given project. The preference has always been to find a viable candidate for Building Official, but as the recruitment was unsuccessful, alternative ideas were explored.

The alternative that was acted upon in Sept. 2017 was an agreement with former Mono County Building Official Tom Perry, who now works as the Town of Mammoth Lake's full time Building Official, to work 8 hours per week for the County (in addition to his serving full time as Town Building Official) and deal specifically with sensitive issues and determinations that require the analysis of a Building Official.

Discussion:

The County contract with Mr. Perry expires on Sept. 25, 2019, and a new one-year contract is being proposed with no changes.

As before, this agreement is similar to other County employee agreements but includes a 30-day termination clause that can be exercised by either party. This will allow the County or Mr. Perry to abandon the agreement should it prove to be unworkable for any reason. This arrangement has been developed in consultation with the Town Manager Dan Holler, who has requested quarterly check-ins with the County to assure the arrangement is not negatively impacting Mr. Perry's work for the Town. Should those check-ins identify problems that can't be solved, the agreement would necessarily be terminated.

This is the second year this contract arrangement has been in effect, and no conflicts or problems have been identified to date. Therefore, the Town and County have not met within the last year on this issue, but the County remains available to meet on an as-needed and as-requested basis.

If you have any questions regarding this item, please contact me at (760) 924-1814.



R19-__

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

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

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

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1 **PASSED, APPROVED and ADOPTED** this 17th day of September, 2019, by the
2 following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7
8
9
10 _____
11 John Peters, Chair
12 Mono County Board of Supervisors

13 **ATTEST:**

APPROVED AS TO FORM:

14
15
16 _____
17 Clerk of the Board

18
19
20 _____
21 County Counsel

AGREEMENT REGARDING THE PART-TIME EMPLOYMENT OF TOM PERRY

This Agreement is entered into this 17th day of September, 2019, by and between Tom Perry and the County of Mono.

I. RECITALS

Tom Perry is currently employed as the Building Official of the Town of Mammoth Lakes and part-time Building Official for Mono County, and formerly was employed full-time as the Mono County Building Official. The County now wishes to retain Mr. Perry on a part-time basis to serve as its Building Official on the terms and conditions set forth in this Agreement and in accordance with the Mono County Building Official Job Description, provided such employment does not unduly conflict with Mr. Perry's responsibilities as the Building Official for the Town. Tom Perry wishes to continue such part-time employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be September 25, 2019, until September 26, 2020, unless earlier terminated by either party in accordance with this Agreement.
2. Commencing September 25, 2019, Tom Perry shall be employed by Mono County as its part-time Building Official, serving at the will and pleasure of the Community Development Director in accordance with the terms and conditions of this Agreement. Tom Perry accepts such employment. The Community Development Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Perry's employment.
3. Mr. Perry shall be paid \$82.17 per hour and shall work 8 hours per week (on Fridays), up to 48 weeks per year. Mr. Perry shall coordinate with the Community Development Director to determine the 4 weeks in which he will provide no services to the County. In the event of an emergency, and upon mutual written agreement by Mr. Perry and the Community Development Director, Mr. Perry may work additional hours and/or weeks.
4. It is the parties' understanding that a determination will be made by the Public Employees Retirement System (PERS) that Mr. Perry's employment with the County is "overtime" and, as such, that no retirement contribution by the parties related to such employment will be required. However, until such determination is made by PERS, or in the event PERS determines otherwise, Mr. Perry understands that he is responsible for paying the employee's share of any

retirement contributions owed to PERS with respect to his employment for the County.

5. As a limited-hour part-time employee, Mr. Perry shall not earn or accrue paid leave time nor be entitled to the general benefits provided by the County to other management-level employees and described in the County's Management Benefits Policy, except that the County shall provide any compensation or benefits mandated by state or federal law.
6. Tom Perry understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy is expressly contingent on his actual rendering of personal services to the County. Should Mr. Perry cease rendering such services during this Agreement, then he shall cease earning or receiving any additional compensation or benefits until such time as he resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.
7. The Community Development Director may terminate Tom Perry's employment at-will and without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Perry understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Community Development Director may, in his discretion, take during Mr. Perry's employment.
8. Mr. Perry may resign his employment with the County without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the resignation, unless otherwise mutually agreed to in writing by the parties. Mr. Perry shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
9. This Agreement constitutes the entire agreement of the parties with respect to the employment of Tom Perry.
10. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the

Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Tom Perry's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Tom Perry's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

11. Tom Perry acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Tom Perry further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of September 17, 2019.

TOM PERRY

THE COUNTY OF MONO

By: John Peters
Board of Supervisors, Chair

APPROVED AS TO FORM:

STACEY SIMON
County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Community Development - Planning

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Kelly Karl

SUBJECT Sequoia and Sierra National Forests
Land Management Plans Revision
Comment Letter

AGENDA DESCRIPTION:

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

Comment letter to the Sierra and Sequoia National Forests regarding their Draft Land Management Plans Revision.

RECOMMENDED ACTION:

Approve proposed comment letter to Sierra and Sequoia National Forests with any desired modifications and authorize Board Chair to sign.

FISCAL IMPACT:

None.

CONTACT NAME: Kelly Karl

PHONE/EMAIL: 7609241809 / kkarl@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Comment Letter

History

Time	Who	Approval
9/12/2019 10:19 AM	County Administrative Office	Yes
9/10/2019 10:36 AM	County Counsel	Yes

9/12/2019 9:23 AM

Finance

Yes

Mono County Community Development Department

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

Planning Division

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

Date: September 16, 2019

To: **Honorable Mono County Board of Supervisors**

From: Kelly Karl, Assistant Planner

Re: **Comment Letter: Sierra and Sequoia National Forests Land Management Plans Revision**

RECOMMENDATION

1. Approve proposed comment letter to the Sierra and Sequoia National Forests with any desired modifications and authorize Board Chair to sign.

FISCAL IMPACT

There is no fiscal impact to the County.

BACKGROUND/DISCUSSION

The Sierra and Sequoia National Forests have released their Revised Draft Environmental Impact Statement and Revised Draft Plans, initiating a 90-day public comment period that began on June 28, 2019. As national forests that are adjacent to Mono County, the Revised Draft Plans were reviewed for potential impacts to the county. Air quality and smoke management were identified as the primary potential impacts and the attached comment letter focuses on these potential issues.

ATTACHMENTS

1. Comment Letter to the Sierra and Sequoia National Forests



Jennifer Kreitz ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

September 17, 2019

Ms. Rachel Smith (Acting) & Teresa Benson (Permanent)
Forest Supervisor, Sequoia National Forest
Sequoia National Forest Supervisors Office
1839 South Newcomb Street
Porterville, CA 93257
rachel.c.smith@usda.gov & teresa.benson@usda.gov

Mr. Dean Gould
Forest Supervisor, Sierra National Forest
Sierra National Forest Headquarters
1600 Tollhouse Road
Clovis, CA 93611
dean.gould@usda.gov

Submitted via website comment form.

RE: COMMENT LETTER ON THE SEQUOIA & SIERRA NATIONAL FOREST PLANS REVISION

To Sequoia and Sierra Forest Supervisors:

The Mono County Board of Supervisors appreciates the opportunity to comment on the *Revised Draft Land Management Plan for Sequoia National Forest (RDLMP)* and *Revised Draft Land Management Plan for Sierra National Forest (RDLMP)*. As a county adjacent to and affected by land management within these national forests, Mono County supports a regional approach to responsible management of national forest resources and forest health. One of Mono County's most valuable resources is its excellent air quality which is a public health benefit and supports the county's recreation-based economy. As a neighboring air basin to the Sequoia and Sierra National Forests, Mono County has a significant interest and stake in any proposed changes to management practices that could impact the county's air quality.

The goals, guidelines, and the potential management approach identified in the Air Quality sections of both RDLMP's (full text below with emphasis added) identify the need for interagency collaborative smoke management and consideration of downwind communities both locally and regionally. As a downwind community, Mono County would like to emphasize the importance of interagency collaboration and communication on potential impacts to air quality from wildfire and prescribed fire emissions. Changes in the County's air quality have the potential to negatively impact public health and undermine the recreation economy. Thus, it is vital that the Eastern Sierra be included in any public information notifications about potential fire activities on the Sequoia and Sierra National Forests to promote awareness and protect public health.

In past years, the Mono County Board of Supervisors and representatives from Great Basin Unified Air Pollution Control District (GBUAPCD) met with land managers from the west side of the Sierra Nevada to discuss fire management strategies and the current/potential impacts of smoke from wildfires and prescribed burns on Eastern Sierra residents and visitors. Continuing this type of collaborative effort is imperative to the success of all agencies involved and will enable jurisdictions to balance public health and safety concerns with the need to achieve forest health and hazardous fuels reduction goals on public lands.

RDLMP Goals (AIR-FW-GOAL)

- 01 *Continue the visibility monitoring program and determine sensitive indicators for each air-quality-related value in Class I areas of the national forests. Protect air quality-related-values by reviewing all projects and management activities that may affect those values. Review external prevention of significant deterioration source applications and make recommendations to permitting authorities.*
- 02 *Participate in and support interagency collaborative smoke management, including real time smoke monitoring and public messaging to maximize efficiency and relevance of monitoring results.*
- 03 *Provide early notification to the public about potential smoke from fire activities to promote awareness and protect human health and safety.*
- 04 *Support post-fire analysis of smoke impacts as they relate to emissions when they can inform refinement of smoke dispersion and transport modeling. Include analytical tradeoff and impact information, as appropriate, in public messaging to show smoke tradeoffs from large landscape scale fuels treatment projects.*
- 05 *Work with State agencies and the public in State-level planning efforts that address air quality concerns.*
- 06 *Coordinate management activities that potentially impact the air quality of adjacent Class I areas with the responsible agency.*

Guidelines (AIR-FW-GDL)

- 01 *Project design for prescribed burns, and strategies for wildfires, should incorporate emission reduction techniques to reduce negative impacts to air quality, subject to economic constraints, technical feasibility, safety criteria and land management objectives.*
- 02 *Decision documents for wildfires and prescribed burns should identify smoke sensitive areas and include management objectives and courses of action to mitigate impacts to those areas.*

Potential Management Approach

- *Include smoke tradeoff evaluation in project-level planning comparing local (such as prescribed fire) and regional (such as wildfire) scales. Use existing scientific information on large wildfire emissions. Consider downwind communities at the local and regional scale.*

Mono County's General Plan specifies policies for the protection of public health, safety, and air quality in the Conservation/Open Space Element (full text below). These policies establish the County's responsibility to protect public health and safety, air quality, environmental character, and scenic viewsheds from local and regional emissions. Policy 23.A.2. and Action 23.A.2.a. also establish support for forest health projects that seek to reduce likelihood of catastrophic fire ignitions and reduce visual and public health impacts from transported smoke. To further align with these policies, Mono County recommends that both National Forests collaborate with the GBUAPCD and/or Mono County to establish

smoke thresholds to protect public health and recognize economic impacts to recreation, and procedures for curtailing emissions when smoke transported from the west side exceeds these standards. Mono County understands that the GBUAPCD is currently updating their Smoke Management Plan (SMP) and though the timing does not perfectly align with the Forest Plan Revision, Mono County encourages these agencies to coordinate their efforts to ensure that the management policies in the SMP and the RDLMPs inform and complement each other.

GOAL 23. Achieve and maintain excellent air quality, water quality, and noise quality such that public health and the environmental character of the county is protected.

Objective 23.A. Maintain a high level of air quality that protects human health and wildlife, and prevents the degradation of scenic views.

Policy 23.A.1. Maintain air quality by complying with standards and regulations established by the Great Basin Unified Air Pollution Control District (GBUAPCD).

Action 23.A.1.a. Maintain countywide attainment of ambient standards for carbon monoxide (CO), nitrogen dioxide (NO₂), and sulfur dioxide (SO₂).

Action 23.A.1.b. Support GBUAPCD implementation of State Implementation Plans for PM₁₀ in the Mono Basin and town of Mammoth Lakes, and ozone countywide.

Action 23.A.1.c. Provide public education by referring applicable parties such as stationary source operators, construction managers, and agricultural operators to the GBUAPCD to ensure compliance with standards and regulations.

Action 23.A.1.d. Comply with Mammoth Air Basin SIP requirements for vehicle miles traveled – see the Regional Transportation Plan in the Circulation Element and RTP Objective 7.C.2.

Policy 23.A.2. Support improved regional forest management to reduce local impacts to visual resources and public health due to smoke from forest fires.

Action 23.A.2.a. Support and encourage forest health projects on the western slope to reduce the likelihood of catastrophic fires that will transport smoke to the Eastern Sierra.

Mono County appreciates the complexity of the Forest Plan Revision process and looks forward to continued collaboration between our agencies. If you have any questions regarding these comments, please contact Kelly Karl in the Community Development Department at 760.924.1809 or kkarl@mono.ca.gov.

Sincerely,

John Peters
Chair

cc: Town of Mammoth Lakes
Great Basin Unified Air Pollution Control District



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

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, 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>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

TIME REQUIRED

SUBJECT Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

TIME REQUIRED

SUBJECT Closed Session - Real Property
 Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 172 Davison Street, Mammoth Lakes. Agency negotiators: Stacey Simon, Jenn Lopez, Erik Ramakrishnan. Negotiating parties: County and Silver State Investors. Under negotiation: Price and Terms of sale.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
9/12/2019 10:59 AM	County Administrative Office	Yes
9/11/2019 1:51 PM	County Counsel	Yes
9/12/2019 11:39 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 17, 2019

Departments: Risk Management

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Jay Sloane

SUBJECT Claim for Damages - Suzanne Tinsley

AGENDA DESCRIPTION:

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

Claim for damages filed by Suzanne Tinsley against the County of Mono for an alleged injury near 286 Old Mammoth Road, which is not a County owned or maintained property.

RECOMMENDED ACTION:

Deny the claim submitted by Suzanne Tinsley, and authorize the Risk Manager, in consultation with County Counsel, to send notice of denial to Ms. Tinsley.

FISCAL IMPACT:

None.

CONTACT NAME: Jay Sloane

PHONE/EMAIL: 760-932-5405 / jsloane@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report Claim for Damages
Claim for Damages Tinsley
Rejection Letter

History

Time	Who	Approval
9/12/2019 10:58 AM	County Administrative Office	Yes

9/12/2019 10:36 AM

County Counsel

Yes

9/12/2019 11:41 AM

Finance

Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5405 • FAX (760) 932-5411

Jay Sloane
Risk Manager

To: Board of Supervisors
From: Jay Sloane
Date: September 17, 2019
Re: Claim for damages filed by Suzanne Tinsley

Discussion:

On August 27, 2019 the Clerk of the Board received a claim filed by Suzanne Tinsley. The claim alleges bodily injury on the sidewalk near 286 Old Mammoth Rd on February 24, 2019. The claim is misdirected, as the County of Mono does not own or maintain the property where the alleged injury occurred.

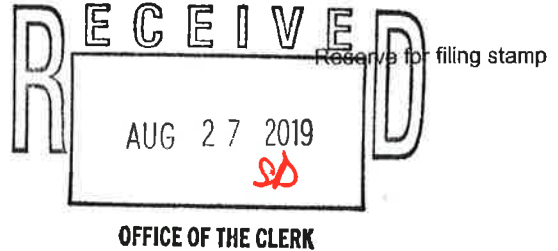
Recommended Action:

Deny the claim submitted by Suzanne Tinsley and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

Fiscal Impact:

None.

FILE WITH CLERK OF THE BOARD OF SUPERVISORS
P.O. BOX 715
BRIDGEPORT, CA 93517
(760) 932-5534/5533



CLAIM NO. CL19-03

CLAIM FOR DAMAGES COUNTY OF MONO

NOTE: Read entire claim before filling in the blanks. Attach separate sheets, if necessary, to this form so full details can be given; be sure to SIGN each sheet. See Page 3 for diagram upon which to locate place of accident.

NAME OF CLAIMANT Tinsley (Last) Mr. Mrs. Ms. Suzanne (First) (Middle)
(injured or damaged)
HOME ADDRESS c/o Law Office of Marc Appell PHONE NO. (818) 710-7177
5850 Canoga Avenue, 4th Floor
MAILING ADDRESS Woodland Hills, CA 91367 FAX NO. (818) 710-7179
PREFERRED ADDRESS FOR NOTICES (check one) () Home () Mailing E-MAIL appell@appelllaw.com

WHEN did damage or injury occur? Give full particulars, date, time of day: 02/24/2019,

INDICATE the specific place or location where the injury or damage occurred: : Sierra Park Villas
286 Old Mammoth Road, Mammoth Lakes, CA 93546

INDICATE the physical conditions surrounding the occurrence (such as state of weather, lightness or darkness, condition of road, traffic, power lines, etc., when applicable): Ice and snow on sidewalk

HOW did damage or injury occur? Give full particulars: Slipped on ice and snow when boot locked

NAME or names of the public employee or employees causing the injury, damage, or loss, if known: Unknown

WHAT particular ACT or OMISSION on the part of County officers or employees do you claim caused the injury or damage: Failure to properly inspect and/or maintain sidewalk. Sidewalk slope non-compliant.

WHAT DAMAGE OR INJURIES do you claim resulted? Give full extent of injuries or damage claimed. Give the sum you claim on account of each item or injury or damage. If the claim exceeds \$10,000, no dollar amount should be included on the claim. Fractured ankle, surgery

() Limited Civil Case (the amount in controversy does not exceed \$25,000). See page 4 for complete definition.

Proof of property damage must be submitted: _____

TOTAL CLAIMED \$ _____ () Attachments provided

The Mono County Board of Supervisors has delegated to the County Administrative Officer the ability to decide upon claims seeking twenty thousand (\$20,000) or less from the county pursuant to Mono County Code §3.03.030.

Insurance payments, if any, received by you on account of this damage or injury, and name of Insurance Company: Unknown at this time.

Expenditures made on account of accident or injury. Proof of property damage under \$500.00 must be submitted.

DATE	ITEM	TO WHOM PAID	AMOUNT
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Name and address of Witnesses, Doctors, and Hospitals: _____

OTHER DETAILS: _____

If the signer of this claim is not the claimant, then explain signer's relation to the claimant: Attorney

I declare, under penalty of perjury that the foregoing is true and correct. Dated this 24 day of August, 2019, at Woodland Hills, California.

(place where signed)

(Claimant's Signature)

NOTES:

- (1) Presentation of a false claim is a felony. (Cal. Penal Code Sec. 72)
- (2) Claims against the County or its employees for personal injuries or death and personal property or growing crop damage must be presented to the Clerk of the Board within six (6) months of the occurrence, which caused the damages or injuries. All other claims must be presented within one year. (Government Code Sec. 911.2, et seq; Sec. 950, et seq.)



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411
jsloane@mono.ca.gov

Jay Sloane
Risk Manager
Mono County Administration

TO: Suzanne Tinsley
c/o Law Office of Marc Appell
5850 Canoga Ave, 4th floor
Woodland Hills, CA 91367

Claim of Suzanne Tinsley)
Claimant,)
v.)
COUNTY OF MONO)
Respondent.)
_____)

NOTICE OF REJECTED CLAIM

(Gov. Code 913)

RE: Suzanne Tinsley v. County of Mono
Claim No.: MONO19-0003
DOL: 02/24/2019

Dear claimant:

NOTICE IS HEREBY GIVEN that the claim which you presented to the County of Mono on 08/23/19 was rejected on 09/17/2019 in its entirety.

WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice is personally delivered or deposited in the mail to file a court action on your state law claims. See Government Code Section 945.6. This notice does not apply to any claim you may have under federal law, and your time for filing an action on any federal law claim may be less than six months.

You may (at you own expense) seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Please be advised that pursuant to Sections 128.5 and 1038 of the California Code of Civil Procedure, the County of Mono will seek to recover all costs of defense in the event an action is filed in this matter and it is determined that action was not brought in good faith and with reasonable cause.

Sincerely,

Jay Sloane
Risk Manager
Mono County Office of Administration

PROOF OF SERVICE - C.C.P. SECTIONS 1013A, 2015.5

I, Jay Sloane, declare that:

1. I am employed in the County of Mono, California; I am over the age of eighteen years and not a party to the within cause; and my business address is 74 N. School St, Bridgeport, California 93517.

2. I am readily familiar with the practice of the County of Mono in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

3. On September 19, 2019, I served the following document(s)

NOTICE OF CLAIM DEEMED REJECTED

for the claim of Suzanne Tinsley

In said cause, on the following interested parties:

Suzanne Tinsley
c/o Law Office of Marc Appell
5850 Canoga Ave, 4th floor
Woodland Hills, CA 91367

4. Said service was performed in the following manner:

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Bridgeport, California, following the above-stated business practice, on this date.

BY PERSONAL SERVICE: I hand-delivered each such envelope to the address[es] listed on this date.

BY COURIER/MESSENGER SERVICE (Hand Delivery): I caused each such envelope to be delivered by hand to the address[es] listed above on this date.

BY FACSIMILE: I caused said document[s] to be transmitted by facsimile machine to the parties at the number[s] indicated above on this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 17, 2019, at Mammoth Lakes, California.

Jay Sloane