



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting July 14, 2020

TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/91505259061>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 915 0525 9061.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 915 0525 9061.

To provide public comment (at appropriate times) during the meeting, press *9 to raise your hand.

2. If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

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).

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

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. Allocation List Amendment - Finance Department

Departments: Human Resources / Finance

Proposed resolution amending the County of Mono List of Allocated Positions to eliminate the Payroll & Benefits Manager in the Department of Finance and add the position of Accountant I.

Recommended Action: Adopt proposed resolution R20-____, Authorizing the County Administrative Officer to amend the list of allocated positions to remove the Payroll and Benefits Manager and add one Accountant I position for a total of three within the Department of Finance.

Fiscal Impact: This request results in salary savings between \$17,614 to \$32,034, depending on the associated step by the incumbent.

B. Contract with Anne Sippi Clinic Treatment Group for the Provision of Transitional Social Rehabilitation Services

Departments: Behavioral Health

Proposed contract with Anne Sippi Clinic Treatment Group for the provision of Transitional Social Rehabilitation Services for Mono County Behavioral Health.

Recommended Action: Approve County entry into proposed contract and authorize CAO to execute said contract on behalf of the County.

Fiscal Impact: The total amount of this contract is \$143,074, and is not to

exceed \$71,537 per fiscal year. The term of this agreement is be from July 1, 2020 to June 30, 2022. This contract is paid through Mono County Behavioral Health's Mental Health Fund and has been budgeted.

C. Inyo County Contract for Senior Services

Departments: Social Services

The County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program provides revenues to the County of Mono for the provision of Senior Services. Such services include Nutrition Programs (Congregate and Home Delivered Meals); senior center activities; transportation and assisted transportation; and, information and assistance to seniors throughout Mono County.

Recommended Action: Approve the proposed Contract with Inyo County for senior services for the period July 1, 2020 through June 30, 2021, and authorize the Board Chair to execute the Contract on behalf of the County.

Fiscal Impact: The total contract amount for July 1, 2020 through June 30, 2021 is approximately \$415,868; the 2020/21 allocation is \$123,449; the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year. The term of contract is renegotiable for a maximum of three additional one-year periods.

D. Kern, Inyo and Mono Counties Joint Powers Agreement Under the Workforce Innovation and Opportunity Act

Departments: Social Services

Under the Workforce Investment Act (WIA), Kern, Inyo and Mono (KIM) Counties formed the Local Workforce Investment Area and signed a joint powers agreement. WIA was reauthorized as the Workforce Innovation and Opportunity Act (WIOA) and as such, a new joint powers agreement is needed between the counties.

Recommended Action: Approve the KIM WIOA Joint Powers Agreement and authorize the Board Chair to sign.

Fiscal Impact: None.

E. Letter in Support of WCB Grant Application for JMT Wilderness Conservancy

Departments: Clerk of the Board

A letter from the Mono County Board of Supervisors to the Wildlife Conservation Board (WCB) in support of the John Muir Trail (JMT) Wilderness Conservancy Wilderness Restoration Project, Inyo National Forest WCB Grant Application, Forest Conservation Program.

Recommended Action: Approve letter and authorize Board Chair to sign.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Inyo National Forest Letter re: Land Management in the North Mono Basin Watershed

A letter from Gordon Martin, Inyo National Forest District Ranger to the Board discussing the Forest's policies and actions land and water resources management in the North Mono Basin Watershed.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO

1.5 hours

(Bob Lawton, CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Mono County Workplace Integration.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Employment Agreement - Lynda Salcido, Interim Public Health Director

Departments: CAO, Human Resources

10 minutes

(Bob Lawton, CAO) - Proposed resolution approving a contract with Lynda Salcido as Interim Public Health Director and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution #R20-_____, approving a contract with Lynda Salcido as Interim Public Health Director 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 hourly cost is \$66.86 (salary is \$61.54 and payroll taxes are \$5.32) for a monthly cost of \$11,589 until the recruitment process is completed.

Because the 960 CalPERS hour limit for hiring retirees was temporarily lifted by Executive Order for work related to COVID response, the maximum fiscal cost cannot be estimated at this time and depends on the number of hours worked.

C. Radio System Update

Departments: Information Technology

1 hour (30 minute presentation; 30 minute discussion)

(Nate Greenberg, IT Director) - In 2015 the Mono County Information Technology Department inherited the County & Town's Land Mobile Radio (LMR) System and has been working to support, maintain, and generally improve it. This item will provide an overview of where this project is at, highlight key conversations we have had along the way, and sketch out a path forward.

Recommended Action: Review potential options. Provide desired direction to staff so that a more complete proposal package may be brought back for final approval.

Fiscal Impact: None at this time. The upper limit for Phase 1 of this effort would not exceed \$700,000. The Town of Mammoth Lakes and Mammoth Lakes Fire District would likely be willing to contribute approximately \$250,000.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

9. CLOSED SESSION

A. Closed Session - Public Employment

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

10. 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 July 14, 2020

Departments: Human Resources / Finance

TIME REQUIRED

SUBJECT Allocation List Amendment - Finance Department

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution amending the County of Mono List of Allocated Positions to eliminate the Payroll & Benefits Manager in the Department of Finance and add the position of Accountant I.

RECOMMENDED ACTION:

Adopt proposed resolution R20-____, Authorizing the County Administrative Officer to amend the list of allocated positions to remove the Payroll and Benefits Manager and add one Accountant I position for a total of three within the Department of Finance.

FISCAL IMPACT:

This request results in salary savings between \$17,614 to \$32,034, depending on the associated step by the incumbent.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 or 916-798-8394 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Resolution

History

Time	Who	Approval
7/9/2020 6:07 PM	County Administrative Office	Yes

7/7/2020 7:57 AM

County Counsel

Yes

7/8/2020 5:15 PM

Finance

Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Board of Supervisors

From: Janet Dutcher, Finance Director

Date: July 14, 2020

Re: Request to amend the Position Allocation List

Recommended Action:

Adopt proposed resolution R20-___, Authorizing the County Administrative Officer to amend the list of allocated positions to remove the Payroll and Benefits Manager and add one Accountant I position for a total of three within the Department of Finance.

Discussion:

The former Payroll and Benefits Manager retired April 6, 2018. Since August 12, 2018, the position has been underfilled with an Accountant I and budgeted accordingly. The structure and operation of the Finance department no longer needs an at-will Payroll and Benefits Manager. This request is to remove this position and replace it with an Accountant I to better reflect the operational structure of Finance. By doing so, the position allocation list clearly reconciles with the current and future planned staffing in the department.

Staffing in the department and the impact of this request is illustrated below:

Position Allocation List before this Request	Position Allocation List if Request is Approved	Current Staffing in Finance
Finance Director	Finance Director	Finance Director
Assistant Finance Director	Assistant Finance Director	Assistant Finance Director
Assistant Finance Director	Assistant Finance Director	Assistant Finance Director
Accountant II	Accountant II	Accountant II
Payroll & Benefits Manager	Accountant I	Accountant I
Accountant I	Accountant I	Accountant I
Accountant I	Accountant I	FTS IV
FTS IV	FTS IV	FTS III
FTS IV	FTS IV	Vacant
FTS IV	FTS IV	Vacant
FTS IV	FTS IV	FTS IV
FTS III	FTS III	FTS III
FTS III	FTS III	FTS III
Total positions - 13	Total positions - 13	Total positions - 13



RESOLUTION NO. R20-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER
TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
TO ADD ONE ACCOUNTANT I POSITION AND DELETE ONE PAYROLL AND BENEFITS
MANAGER POSITION
IN THE DEPARTMENT OF FINANCE**

WHEREAS, the County of Mono maintains a list, of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accountability for hiring employees to perform public services;

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

The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of a full-time permanent Accountant I position in the Department of Finance by one (new total of three) (salary of \$5,576 to \$6,778 per month).

Decrease the allocation of full-time permanent Payroll and Benefits Manager in the Department of Finance by one (new total of zero) (salary of \$8,246 per month).

PASSED AND ADOPTED this 14th day of July 2020, by the following vote:

AYES :

NOES :

1 ABSTAIN :

2 ABSENT :

3 ATTEST: _____

4 Clerk of the Board

Stacy Corless, Chair
Board of Supervisors

5 APPROVED AS TO FORM:

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8 _____
COUNTY COUNSEL

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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2020

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Contract with Anne Sippi Clinic
Treatment Group for the Provision of
Transitional Social Rehabilitation
Services

**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 Anne Sippi Clinic Treatment Group for the provision of Transitional Social Rehabilitation Services for Mono County Behavioral Health.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize CAO to execute said contract on behalf of the County.

FISCAL IMPACT:

The total amount of this contract is \$143,074, and is not to exceed \$71,537 per fiscal year. The term of this agreement is be from July 1, 2020 to June 30, 2022. This contract is paid through Mono County Behavioral Health's Mental Health Fund and has been budgeted.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> ASC Contract 2020-2022

History

Time

Who

Approval

7/9/2020 6:07 PM	County Administrative Office	Yes
7/7/2020 4:01 PM	County Counsel	Yes
7/8/2020 5:14 PM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Mono County Behavioral Health, Director

DATE: June 22, 2020

SUBJECT:

Contract with Anne Sippi Clinic Treatment Group for the Provision of Transitional Social Rehabilitation Services

RECOMMENDED ACTION:

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

DISCUSSION:

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

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

FISCAL IMPACT:

The total amount of this contract is \$143,074.00, and is not to exceed \$71,537.00 per FY. The term of this agreement shall be from July 1, 2020 to June 30, 2022. This contract will be paid through Mono County Behavioral Health's Mental Health Fund and has been budgeted.

SUBMITTED BY:

Amanda Greenberg, Mono County Behavioral Health Program Manager, Contact: 760.924.1754

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

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the transitional social rehabilitation services of Anne Sippi Clinic Treatment Group, of Bakersfield, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Mono County Behavioral Health, 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 July 1, 2020 to June 30, 2022, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. **The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$143,074.00, not to exceed \$71,537.00 in any twelve-month period (hereinafter referred to as "Contract Limit").** County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, 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 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 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. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of 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 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 One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million 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 dollars (\$1,000,000.00) per claim or occurrence or Two Million 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 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 dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to 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. 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 hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

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

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

Contractor:

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

25. 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 hereto.

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

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

TERM:

FROM: July 1, 2020 TO: June 30, 2022

SCOPE OF WORK:

- The Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental-health illnesses who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living.
- The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.
- The Transitional Social Rehabilitation Program shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute state of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 24-months.

ATTACHMENT B

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

TERM:

FROM: July 1, 2020 TO: June 30, 2022

SCHEDULE OF FEES:

- The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$143,074.00 or \$71,537.00 in any twelve-month period.
- Contractor shall be paid a daily rate for services of \$149.81 and a monthly rate for Board and Care of: \$1069.37.

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between Anne Sippi Clinic Treatment Group, (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).
2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.
 - (a) **Business Associate.** “Business Associate” shall mean the party identified above as the “Business Associate”.
 - (b) **Breach.** “Breach” shall have the same meaning as the term “breach” in Section 164.402.
 - (c) **Covered Entity.** “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.
 - (d) **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
 - (e) **Electronic Protected Health Information.** “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
 - (f) **Individual.** “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
 - (g) **Master Agreement.** “Master Agreement” shall mean the contract or other agreement

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

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

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

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

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

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

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

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

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

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

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

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

5. **Permitted Uses and Disclosures.**

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

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

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business

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

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

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

6. Appropriate Safeguards.

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

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

7. Reporting Unauthorized Uses and Disclosures.

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

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

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

(d) In meeting its obligations under this section, it is understood that Business Associate

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

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

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

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

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

9. Indemnification.

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

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

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

10. Individuals' Rights.

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

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

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

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

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

11. Obligations of Covered Entity.

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

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

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

12. Agents and Subcontractors of Business Associate.

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

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

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

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

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

15. **Term and Termination.**

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

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

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

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to

comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

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

18. **Notices.**

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

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

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

Mono County Privacy Officer
Office of County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546

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

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

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

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

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2020

Departments: Social Services

TIME REQUIRED

SUBJECT Inyo County Contract for Senior Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program provides revenues to the County of Mono for the provision of Senior Services. Such services include Nutrition Programs (Congregate and Home Delivered Meals); senior center activities; transportation and assisted transportation; and, information and assistance to seniors throughout Mono County.

RECOMMENDED ACTION:

Approve the proposed Contract with Inyo County for senior services for the period July 1, 2020 through June 30, 2021, and authorize the Board Chair to execute the Contract on behalf of the County.

FISCAL IMPACT:

The total contract amount for July 1, 2020 through June 30, 2021 is approximately \$415,868; the 2020/21 allocation is \$123,449; the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year. The term of contract is renegotiable for a maximum of three additional one-year periods.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 7609241763 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Contract

History**Time**

7/9/2020 6:07 PM

7/9/2020 9:36 AM

7/8/2020 5:22 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: June 26, 2020

Re: Contract between County of Inyo-Senior Services Program and County of Mono for the provision of services

Recommended Action:

Approve the proposed Contract with Inyo County for senior services for the period July 1, 2020 through June 30, 2021, and authorize the Board Chair to execute the Contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

The total contract amount for July 1, 2020 through June 30, 2021 is approximately \$415,868; the 2020/21 allocation is \$123,449; the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year. The term of contract is renegotiable for a maximum of three additional one-year periods.

Discussion:

The County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program provides revenues to the County of Mono for the provision of Senior Services. Mono County's share of the funds may increase or decrease each year based on available funding from the California Department of Aging and on the receipt of one-time-only (OTO) funds. The OTO funds are a statewide redistribution of state funds not spent in the prior fiscal year.

The term of contract is renegotiable for a maximum of three additional one-year periods. In future years, the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year, notwithstanding any cuts to revenues and OTO funds.

Senior services include Nutrition Programs (Congregate and Home Delivered Meals); senior center activities; transportation and assisted transportation; and, information and assistance to seniors throughout Mono County.

AGREEMENT BETWEEN COUNTY OF INYO

AND County of Mono
FOR THE PROVISION OF senior **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the community based senior services of Mono County Social Services of County of Mono (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

2. TERM.

The term of this Agreement shall be from July 1, 2020 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Four hundred & fifteen thousand eight hundred & sixty-eight Dollars

(~~\$ 415,868.00-----~~) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. 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. This statement will 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. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

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 will 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. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but 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.

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, 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, which is the result of Contractor's negligence.

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

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

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

A. Contractor 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 as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

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

12. 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, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

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

14. ASSIGNMENT.

This is an agreement for the 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 monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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 twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the 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 information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter 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 cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health & Human Services</u>	Department
<u>P.O. Drawer H</u>	Address
<u>Independence, CA</u>	City and State

Contractor:	
<u>County of Mono Social Services</u>	Name
<u>P.O. Box 576</u>	Address
<u>Bridgeport, CA</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND County of Mono

FOR THE PROVISION OF senior **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND County of Mono
FOR THE PROVISION OF senior **SERVICES**

TERM:

FROM: 7/1/2020 **TO:** 6/30/2021

SCOPE OF WORK:

Terms and Conditions #2. Term is modified to include: The term of this contract is renegotiable for a maximum of three additional fiscal years (one year) periods.

Contractor will provide the senior services identified in the most current PSA 16 Area Plan (i.e. Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation) within Mono County according to the requirements of the statutory provisions of the Title III and Title IV Programs [OAA 306] in accordance with State and federal laws and regulations.

Contractor will provide a monthly summary of service activity by the 10th of the following month in the above categories in terms of identified units of service according to administrative requirements specified by the County.

Paragraph 14 is modified to read: "This Agreement may be canceled by County without cause, and at will, for any reason by giving the Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

Contractor will participate in annual monitoring for program and fiscal activities. Contractor will provide a copy of their County Single Audit by April 15 each year.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND County of Mono

FOR THE PROVISION OF senior **SERVICES**

TERM:

FROM: 7/1/2020

TO: 6/30/2021

SCHEDULE OF FEES:

1. The allocations are received from the California Department of Aging (CDA) and then Supportive Services, Congregate Meals and Home Delivered Meals are divided between the two counties using the minimum percentages set by the Governing Board. Contractor will submit an Area Plan Budget (CDA 122) to County of Inyo each year within 30 days of receipt of allocations, as required by the CDA. Contractor will also submit as required by the CDA, the Financial Closeout Report (CDA 180) within 25 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.
2. Contractor will submit an invoice for the actual monthly expenditures and County of Inyo will reimburse based on the actual expenditures. The monthly invoice shall be submitted by Contractor to County of Inyo by the twentieth (20th) of the month for services delivered in the previous month, and shall be paid by County of Inyo by the end of the month after the invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.
3. The total contract amount for July 1, 2020 through June 30, 2021 is approximately \$415,868; the 2020/21 allocation is \$123,449; the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year.
4. Payment will be conditioned on monthly submission of service activity reports as specified in Attachment A. The monthly service report shall be submitted by Contractor to the County of Inyo for the prior month. Both invoice and service activity reports shall be submitted to Inyo County Health & Human Services, P.O. Drawer A, Independence, CA 93526 or by electronic means specified by the the County of Inyo.
5. The contract amount noted above is based on the 20/21 allocation and One Time Only letters from the California Department of Aging (CDA). If future allocations to County of Inyo from CDA are increased, a revised contract amount shall be calculated based on the most recent allocation letter utilizing the Governing Boards approved percentages for Supportive Services, Congregate Meals and Home Delivered Meals. Subsequently, Contractor's maximum contract amount is subject to change annually.
6. Contractor will be liable for any audit findings pertaining to their expenses.
7. Funding for this contract includes the following Federal funds:
CFDA 93.044 Older Americans Act Title III-Grants for State and Community Programs on Aging
CFDA 93.045 Older Americans Act Title III-Grants for State and Community Programs on Aging
CFDA 93.053 Older Americans Act Section 311-nutrition Services Incentive Program

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND County of Mono

FOR THE PROVISION OF senior **SERVICES**

TERM:

FROM: 7/1/2020

TO: 6/31/2021

SEE ATTACHED INSURANCE PROVISIONS



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2020

Departments: Social Services

TIME REQUIRED

SUBJECT Kern, Inyo and Mono Counties Joint Powers Agreement Under the Workforce Innovation and Opportunity Act

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Under the Workforce Investment Act (WIA), Kern, Inyo and Mono (KIM) Counties formed the Local Workforce Investment Area and signed a joint powers agreement. WIA was reauthorized as the Workforce Innovation and Opportunity Act (WIOA) and as such, a new joint powers agreement is needed between the counties.

RECOMMENDED ACTION:

Approve the KIM WIOA Joint Powers Agreement and authorize the Board Chair to sign.

FISCAL IMPACT:

None.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 7609241763 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
contract

History

Time

Who

Approval

7/9/2020 6:07 PM	County Administrative Office	Yes
7/8/2020 11:43 AM	County Counsel	Yes
7/8/2020 5:23 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: June 26, 2020

Re: Kern, Inyo and Mono Counties Draft Joint Powers Agreement Under the Workforce Innovation and Opportunity Act

Recommended Action:

Approve the KIM WIOA Joint Powers Agreement and authorize the Board Chair to sign.

Fiscal Impact:

None.

Discussion:

Under the Workforce Investment Act (WIA), Kern, Inyo and Mono (KIM) Counties formed the Local Workforce Investment Area and signed a joint powers agreement on February 13, 2001, which remains in effect until terminated or amended.

WIA was reauthorized as the Workforce Innovation and Opportunity Act (WIOA). WIOA required that the Governor designate Local Workforce Development Areas (Local Areas) and certify Local Boards. The State required Local Areas to submit an application to continue either as an existing Local Area to be certified or an application requesting a modified Local Area.

In 2015, Inyo and Mono Counties confirmed their desire to continue in the Local Area and, acting under the existing joint powers agreement at that time, Kern County submitted the application to the State. The State approved the application on August 7, 2015. A new joint powers agreement is needed between the counties under WIOA.

The modifications that have been made to the joint powers agreement only relate to referencing the Workforce Innovation and Opportunity Act (WIOA) versus the Workforce Investment Act (WIA) which is no longer in full force of effect. The Chairperson of each county's board of supervisors will need to approve and sign the final document (attached).

Please let me know if you have questions.

**JOINT POWERS AGREEMENT
(Workforce Innovation and Opportunity Act)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and among the COUNTY OF KERN, COUNTY OF INYO, and COUNTY OF MONO, each a political subdivision of the State of California;

WITNESSETH:

WHEREAS:

- (a) In 2014, the Congress of the United States enacted the Workforce Innovation and Opportunity Act (P.L. 105-220; hereinafter "WIOA") for the purpose of consolidating, coordinating and improving employment, training, literacy, and vocational rehabilitation programs, and for other purposes; and
- (b) The WIOA provides for the delivery of WIOA-funded services through Local Workforce Development Areas; and
- (c) The Governor of the State of California has designated the Counties of Kern, Inyo, and Mono as a single Workforce Development Area; and
- (d) Government Code §26227 authorizes counties to establish programs necessary to meet the social needs of their population; Government Code §53703 authorizes counties to do all acts necessary to participate in programs whereby federal funds are granted to counties for purposes of education and welfare, including the authority to contract and cooperate with other local public agencies; and Government Code §6500 et seq. authorizes counties to jointly exercise any power common to them all; and
- (e) The parties hereto desire to enter into an agreement to specify their responsibilities under the WIOA to be operated in the Workforce Development Area comprising Kern, Inyo, and Mono Counties;

NOW, THEREFORE, IT IS MUTUALLY AGREED by the COUNTY OF KERN, COUNTY OF INYO, and COUNTY OF MONO as follows:

- 1. **Definitions.** Except as otherwise set forth herein, all terms shall have the same meaning as set forth in the WIOA or its implementing regulations.
- 2. **Purpose.** This Agreement will provide the administrative framework for the Counties of Kern, Inyo, and Mono to cooperate in undertaking the WIOA-funded programs and other WIOA responsibilities to be operated within their jurisdictions. It is the parties' intent to both maximize local control and decision-making over their individual programs and to work together regionally, when appropriate.
- 3. **Establishment of the Kern, Inyo, and Mono Workforce Development Board.**
 - a. Pursuant to §107a of the WIOA, there is a Workforce Development Board for the Kern, Inyo, and Mono Counties Workforce Development Area.

b. The Board of Supervisors of each County (or their respective authorized representatives), subject to the State Workforce Development Board's and Governor's certification, shall appoint members to the Local Workforce Development Board (hereinafter "Local Board") in the manner provided in the WIOA.

c. Inyo and Mono Counties may each appoint one member and Kern County will appoint the balance. Should Inyo and/or Mono Counties not appoint a member, Kern County will appoint members, as necessary.

d. The Local Board shall initially be composed of 33 members. Thereafter, the number of members of the Local Board shall be determined by the Local Board.

e. The Local Board shall function pursuant to the requirements of the WIOA (§107d) and shall have the authority to, among other things, enter into agreements with the Counties of Kern, Inyo, and Mono; and select a grant recipient and entity to administer the workforce development plan.

f. The Local Board shall review, monitor, and evaluate the programs conducted under the workforce development plan.

g. The Local Board shall develop its own operating procedures.

h. The Counties of Kern, Inyo, and Mono may establish individual advisory councils for the purpose of advising the Local Board on the training needs within their individual jurisdictions.

4. Duties and Responsibilities of the Counties.

a. Acting within the parameters of the WIOA, its implementing regulations, all applicable laws, and as authorized by the Local Board, each County will be responsible for operating WIOA-funded programs within its own jurisdiction. Program operations shall include, but not be limited to, recruitment, determination of participant eligibility, assessment, counseling, placement, training, follow-up, grievance procedures, providing required insurance, and other workforce development plan activities, including Basic Career Services, Individual Career Services and Training Services.

b. Each County shall develop mechanisms for coordinating its programs with public and private service deliverers within its own jurisdiction.

c. Each County may enter into vendor agreements, Individual Training Accounts and/or subcontracts with public and private agencies as necessary, to fulfill its responsibilities under the WIOA and the workforce development plan, subject to the terms of any agreement between the Counties and the Local Board.

d. Each County shall implement any and all accounting and reporting procedures necessary to assure compliance with the requirements of the WIOA. The Counties of Inyo and Mono shall submit any and all necessary information, documentation, and reports to Kern County in a timely manner.

5. Additional Duties and Responsibilities of Kern County. Due to its large population (in comparison to Inyo and Mono Counties) and its experience as an Administrative Entity and Grant Recipient under the Job Training Partnership Act and the Workforce Investment Act, Kern County will undertake the following duties:

- a. Receive WIOA funding from the State and develop necessary accounting and disbursement systems for providing such funding to the Counties of Kern, Inyo, and Mono.
- b. With the assistance and cooperation of Inyo and Mono Counties, compile and submit WIOA reports as required by the State.
- c. Provide support staff to the Local Board.
- d. Provide monitoring and auditing services to Inyo and Mono Counties, which services shall be available on a cost reimbursement basis.
- e. Provide additional services to Inyo and Mono Counties as needed on a cost reimbursement basis.

6. Allocation and Disbursement of Funds.

- a. WIOA funds received by Kern County shall be disbursed to each County in the same proportion as determined by the formulas in the WIOA and using the same data sources used for the Workforce Development Area allocation; except that individual allocations for each County will be used, if provided by the State.
- b. Funding to individual Counties may be withheld if there is a determination that a County is not in compliance with this Agreement, an agreement with the Local Board, the WIOA or its implementing regulations, or existing laws.
- c. There shall be strict accountability for all WIOA funds and each County shall provide all necessary reports of all receipts and disbursements.

7. Term. This Agreement shall become effective upon its execution by all parties hereto and shall continue in effect until terminated in the manner hereafter provided.

8. Termination. This Agreement may be terminated by:

- a. Appropriate action of the State of California or the U.S. Department of Labor;
- b. The State of California designating an alternate Workforce Development Area involving a party to this Agreement; or
- c. A party hereto withdrawing, following 90 days written notice to the Local Board and each of the other Counties.
- d. In the event this Agreement is terminated, all real and personal property and WIOA funds in the possession of the administering entity shall be disbursed pursuant to WIOA requirements or State or U.S. Department of Labor orders. Absent such requirements or orders, said property and funds shall be distributed to the parties in accordance with the "population basis" formula initially employed in disbursing the funds, after payment of any outstanding debts or reimbursable costs.

9. Amendments/Modifications. This Agreement may only be amended or modified by the written consent of all parties hereto.

10. Liability of the Parties.

a. Each of the parties hereto shall be liable for the activities conducted within its own jurisdiction pursuant to this Agreement.

b. No debt, liability, or obligation of any one party to this Agreement shall constitute the debt, liability, or obligation of any of the other parties to this Agreement.

c. Each of the parties to this Agreement shall indemnify and hold harmless the other parties to this Agreement for any damages, costs, or liabilities arising out of the acts or omissions of its own officers, agents, and employees.

d. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any party to this Agreement when performing their respective functions within the territorial limits of their county of employment or agency, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

11. Successors. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

12. Pledge of Cooperation. Each of the parties hereto pledges its cooperation to the other parties hereto in attempting to accomplish the purposes of this Agreement and the WIOA.

13. Compliance with Laws. Each of the parties hereto shall comply with the provisions of the WIOA and its implementing regulations, and any and all applicable federal and state laws.

14. Severability. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers and agents on the day and year first written above.

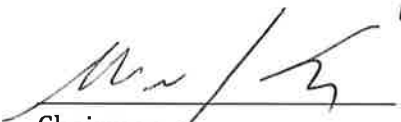
COUNTY OF KERN

ATTEST _____
Clerk, Board of Supervisors

Chairman
Board of Supervisors

COUNTY OF INYO

ATTEST  _____
Clerk, Board of Supervisors

 _____
Chairman
Board of Supervisors

COUNTY OF MONO

ATTEST _____
Clerk, Board of Supervisors

Chairman
Board of Supervisors

RECOMMENDED AND APPROVED
AS TO CONTENT - KERN COUNTY

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL
KERN COUNTY

RECOMMENDED AND APPROVED
AS TO CONTENT - INYO COUNTY

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL
INYO COUNTY

 _____

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RECOMMENDED AND APPROVED
AS TO CONTENT - MONO COUNTY

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL
MONO COUNTY

TH/eb



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter in Support of WCB Grant
Application for JMT Wilderness
Conservancy

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from the Mono County Board of Supervisors to the Wildlife Conservation Board (WCB) in support of the John Muir Trail (JMT) Wilderness Conservancy Wilderness Restoration Project, Inyo National Forest WCB Grant Application, Forest Conservation Program.

RECOMMENDED ACTION:

Approve letter and authorize Board Chair to sign.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
7/9/2020 6:07 PM	County Administrative Office	Yes
7/7/2020 7:55 AM	County Counsel	Yes

7/8/2020 5:15 PM

Finance

Yes



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

July 14, 2020

VIA EMAIL

Charlton "Chuck" Bonham, Chair
John P. Donnelly, Executive Director
Judah Grossman, Program Manager
Wildlife Conservation Board
Forest Conservation Program
P.O. Box 944209
Sacramento CA 94244-2090

**Re: JMT Wilderness Conservancy Wilderness Restoration Project, Inyo National Forest
July 16, 2020 WCB Grant Application, *Forest Conservation Program***

Dear Chair Bonham, Director Donnelly, and Mr. Grossman,

On behalf of Mono County, I am writing in support of the above-referenced Wildlife Conservation Board (WCB) grant application and urge the WCB's approval. Funding from this grant, and the supporting private donor pledges from the John Muir Trail (JMT) Wilderness Conservancy, will provide urgently needed wilderness and watershed restoration along an important section of the JMT in the Ansel Adams Wilderness on the Inyo National Forest. This area is of particular importance to Mono County as our tourism and recreation economy depends on the well-being of the natural resources of the Sierra Nevada, as well as sustainable access to the JMT and other trails.

We understand the JMT Wilderness Restoration Project replicates a program that has been successfully employed by Yosemite National Park to restore meadows, habitat, and watershed along a nine-mile segment of the JMT between Tuolumne Meadows and the southeast end of Lyell Canyon. Funded and supported by Yosemite Conservancy and Hetch Hetchy Water & Power Commission, it is an established and proven model of success.

For over 100 years now, the JMT has succeeded in inspiring our state and national consciousness for protection and conservation of wilderness. The trail is an increasingly popular destination for outdoor recreation and our County gateway communities have many businesses that support trail users. Mono County firmly believes the JMT is a worthy asset for the long-term restoration and management of its surrounding wilderness, watershed, and habitat.

We respectfully join Yosemite Conservancy, the Town of Mammoth Lakes, the Sierra Club, and others in support of the WCB Forest Conservation Program grant application by the JMT Wilderness Conservancy for the JMT project area in the Ansel Adams Wilderness on the Inyo National Forest. If you have any questions regarding the Board's request or anything contained herein, please do not hesitate to contact me at (760) 920-0190 or scorless@mono.ca.gov.

Sincerely,

Stacy Corless, Chair
Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2020

TIME REQUIRED

SUBJECT Inyo National Forest Letter re: Land Management in the North Mono Basin Watershed

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

A letter from Gordon Martin, Inyo National Forest District Ranger to the Board discussing the Forest's policies and actions land and water resources management in the North Mono Basin Watershed.

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
7/9/2020 6:07 PM	County Administrative Office	Yes
7/8/2020 11:51 AM	County Counsel	Yes
7/8/2020 5:26 PM	Finance	Yes



United States
Department of
Agriculture

Forest
Service

Inyo National Forest

Lee Vining Ranger Station
P.O. Box 429
Lee Vining, CA 93541
(760) 647-3044
(760) 647-3045 TDD

File Code: 2500

Date: July 6, 2020

The Honorable Board of Supervisors
County of Mono, California
P.O. Box 175
Bridgeport, CA

Dear Members of the Board:

Recently, I had a chance to view the video of the Board of Supervisor's June 2, 2020 regularly scheduled meeting and read the letter to the Board from Hillary Hansen Jones regarding North Mono Basin Water and Resource Management, which Ms. Jones commented on during the June 2nd meeting as well. As a result, I felt compelled to write the Board to help the Board and the Mono County community better understand the Forest Service's policies and actions in managing its land and water resources in the North Mono Basin Watershed.

As the Board is aware, the Inyo National Forest is a Mill Creek water right holder. The Forest Service water right is associated with the DeChambeau Ranch and associated waterfowl ponds, which the Forest Service acquired in 1991 through a land exchange. The water rights, which were adjudicated in 1914 by the Mono County Superior Court, allow diversion of water from Mill Creek. Diverted water, after use for hydropower generation, is conveyed to areas north and east of Mill Creek through the Wilson system. The Forest Service then manages a distribution system that moves water from the Wilson system at the Cemetery Road crossing to the DeChambeau Ranch and waterfowl ponds.

Although the Forest Service has a large water right (12.6 cfs), it is very junior, being 9th in priority behind water rights held by the Los Angeles Department of Water and Power (LADWP), Mono County, and the Bureau of Land Management (BLM). The Forest Service right only begins to become available when Mill Creek flow exceeds 43 cfs, which occurred for only about 2 weeks in this dry year. Fortunately, the Forest Service is also able to utilize unused tailwater in the Wilson system to irrigate the DeChambeau Ranch and adjacent meadows for a longer time period, as well as maintain the DeChambeau Ponds year-round.

The Forest Service is in the unique position of either having all or a portion of its water right delivered to DeChambeau Ranch lands through the Wilson system or choosing to have a portion of its water returned from the hydropower plant to Mill Creek. As I stated in the January 21, 2020 Board of Supervisors Meeting, the Forest Service intends to call for some or all of its water right when there is insufficient water available to irrigate the ranch and provide



water for the ponds. I also stated at this meeting that we also have an interest in the restoration of Lower Mill Creek, which is located on National Forest System lands.

One of Ms. Jones' concerns seemed to be centered on the Wilson system, specifically the lower third section of Wilson, known as the Wilson Creek arroyo. The arroyo is an artificially created water course that developed when the channel conveying water to the DeChambeau Ranch area was altered and split at the county road crossing, with the excess water creating the arroyo. The arroyo is a deeply incised channel with a narrow strip of willows and a low productivity aquatic environment.

Ms. Jones also expressed concern about the lack of environmental review for how we use the available water resources for our lands. Since acquisition of the property and repair of the ponds in the 1990s the Forest has managed the area with consistent objectives to preserve the historic ranch and provide wildlife benefits at the ponds. In 2001, the Forest Service conducted a North Mono Basin Watershed/Landscape Analysis (Watershed Analysis). This analysis was conducted as part of amending the Forest Land and Resource Management Plans for all Sierra Nevada Forests. The Watershed Analysis characterized the watershed, identified key issues and questions, and made recommendations. Other Forest Service documents, including the Mono Basin National Forest Scenic Area Comprehensive Management Plan and the 2000 DeChambeau Ranch and Wetlands Desired Conditions Analysis, also contain environmental review and provide guidance on managing North Mono Basin land and water resources.

As a water right holder, the Forest Service has an interest in planning its water management and anticipating what water resources will be available in a given year. The annual planning process now being conducted by Southern California Edison (SCE) is usefully providing the water right holders with projections of the quantity and timing of water right availability, given water right priority and forecasted Mill Creek runoff.

With these projections of water availability in mind I have used the Watershed Analysis to guide my decisions related to where the Forest Service water is directed in order to manage National Forest resources. As discussed at a previous Board meeting, even though Wilson Creek down to Cemetery Road has developed into a largely perennial water course, it has never been unusual for the arroyo to run dry at certain times of the year, even when the Wilson system was receiving all or nearly all of the Mill Creek adjudicated water rights. The Watershed Analysis identified that flows are not sufficient to support the riparian vegetation in the arroyo. Recommendations found in the Watershed Analysis also included restoring the bottom third of Mill Creek by restoring a more natural flow regime that would lead to regeneration of a healthier aquatic and riparian ecosystem.

This is a dry year and Mill Creek runoff is projected to be around 50% of average. We have had some challenges in trying to ensure that we are able to irrigate the DeChambeau Ranch and supply water to the waterfowl ponds. Ms. Jones' letter referenced the drying out of two of the waterfowl ponds. This unfortunately happened and was purely an outcome of maintenance that the Forest Service needed to perform on the inlet and outlet pipe to the ponds. This

maintenance has been done and the ponds are once again filled or are being filled and the ranch is being irrigated. Also, I am making it a priority to try to get the broken hot water pipe at the ponds repaired, which will help greatly with pond management. I am hoping to do this with help from our partners and the community. We are also examining various alternatives to optimize the utilization and efficiency of the water used at the DeChambeau Ranch and the waterfowl ponds.

Also, I would like the Board to be aware that prior to the development of the annual water management planning process, which delivers water according to the adjudicated water rights, substantial LADWP water was being released to the Wilson system because the Mill Creek return ditch was in disrepair. In 2008, the Forest Service made an informal agreement with LADWP that we would bypass about 5 cfs into the arroyo; this was part of the LADWP water right that they wanted to go directly into Mono Lake. This LADWP water is now going into Mono Lake via Mill Creek, and not going down the arroyo.

As noted above, when the Forest Service water right is not available, the Forest Service uses the tailwater in the Wilson system at the Cemetery Road crossing for the DeChambeau Ranch and the associated waterfowl pond and meadow complex. Because the availability of water at Cemetery Road depends on the upstream management by Mono County and BLM of their water rights in the Wilson system, it is important to have good communication and coordination with all water right holders, as the Board noted in the January 21, 2020 board meeting. On May 19 we had a conversation with Public Works Director Tony Dublino and have had periodic communications since then with Justin Nalder. We appreciate the opportunity to share information about our respective water management activities, particularly regarding diversion locations and amounts and changes to them through the irrigation season. It is my understanding that for the remainder of the irrigation season in this dry year the only water available to the Forest Service for DeChambeau resources will be tailwater resulting from Mono County and BLM exercising their high priority water rights. Thus, ongoing communication will be vital for us to efficiently plan use of the limited amount of water reaching Cemetery Road.

In closing, I would like to stress that all these Forest Service decisions related to North Mono Basin water and resource management have been made outside of the discussions associated with the SCE hydropower license Settlement, and are based upon previous Forest Service analysis and guiding documents, and the manner in which I wish to see National Forest System lands managed.

I appreciate the opportunity to clarify the Forest Service's perspective on the management of Forest Lands in the North Mono Basin Watershed.

Sincerely,

GORDON P. MARTIN
District Ranger



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2020

Departments: CAO

TIME REQUIRED 1.5 hours

PERSONS APPEARING BEFORE THE BOARD Bob Lawton, CAO

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Mono County Workplace Integration.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time

Who

Approval

Dear Mono County Board of Supervisors,

I am a Mono County resident and a nurse working in infection prevention at Northern Inyo Hospital and I have had the pleasure to have worked as the school nurse for Mono County. My purpose of writing this letter is to express my concerns related to businesses not following the mask order and in addition, to give a much needed applause to our local Public Health Officer Dr. Thomas Boo. Today, Governor Newsome made it a state order to require masks, rather than leaving it up to local counties. What has happened to the Health Officer in Orange County was appalling. And locally to see Dr. Thomas Boo who is doing a great job and working hard to keep us all safe to have local residents create a petition against him is atrocious. I want to give kudos to Dr. Boo and the *entire* Public Health Department for their tireless work to ensure public safety.

I do not know what the solution is as we are facing a unique resistance to knowledge, evidence based science and solid data even from the 1918 pandemic on the effectiveness of nonpharmacological interventions such as masks, social distancing, and cancelling large gatherings. Business owners need to be held accountable. I have been to several businesses where the directive is not being followed and many visitors to our community are not respecting our community's safety. Public health outweighs personal choice or rights. I implore you to communicate the importance of wearing masks to businesses and hold them accountable. Our police department could be helping to educate people that they encounter in public rather than an authority approach. I say that without knowing what the current stance or culture that is being conveyed by our local law enforcement. Our community needs you to put public safety first. Employees and customers of said businesses are at risk. We need to open our businesses but thoughtfully. I believe the directives in place make sense however, if they are not enforced, they are not protective.

Thank you for the opportunity to write to all of you and for the hard work you are all doing and stay safe.

Respectfully,

Colleen Moxley
colleenmoxley@gmail.com



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2020

Departments: CAO, Human Resources

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Bob Lawton, CAO

SUBJECT Employment Agreement - Lynda Salcido, Interim Public Health Director

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Lynda Salcido as Interim Public Health Director and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R20-_____, approving a contract with Lynda Salcido as Interim Public Health Director 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 hourly cost is \$66.86 (salary is \$61.54 and payroll taxes are \$5.32) for a monthly cost of \$11,589 until the recruitment process is completed. Because the 960 CalPERS hour limit for hiring retirees was temporarily lifted by Executive Order for work related to COVID response, the maximum fiscal cost cannot be estimated at this time and depends on the number of hours worked.

CONTACT NAME: Bob Lawton

PHONE/EMAIL: x5415 / blawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
7/9/2020 6:07 PM	County Administrative Office	Yes
7/8/2020 4:54 PM	County Counsel	Yes
7/8/2020 5:25 PM	Finance	Yes



County of Mono

County Administrative Office

Robert Lawton
County Administrative Officer

Dave Butters
Human Resources Director

To: Honorable Board of Supervisors
From: Dave Butters
Date: July 14, 2020
RE: Employment Agreement for Lynda Salcido as Interim Public Health Director

Recommendation: Approve employment agreement with Lynda Salcido as Interim Public Health Director effective July 7, 2020.

Background: Mono County does not have a full time Public Health Director employed at this time. We plan to immediately initiate a nationwide recruitment effort to identify a qualified candidate for this position.

Lynda Salcido has agreed to serve as Interim Public Health Director during this recruitment process. Lynda previously served Mono County for approximately 14 years as Public Health Director. Lynda is very knowledgeable in the wide breadth of subject matter necessary for successful leadership of this important department. Lynda is well respected by departmental staff, community partners, and residents of Mono County.

Fiscal Impact: The hourly cost is \$66.86 (salary is \$61.54 and payroll taxes are \$5.32) for a monthly cost of \$11,589 until the recruitment process is completed. Because the 960 CalPERS hour limit for hiring retirees was temporarily lifted by Executive Order for work related to COVID response, the maximum fiscal cost cannot be estimated at this time and depends on the number of hours worked.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



R20-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH LYNDA SALCIDO 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, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the Employment Agreement of Lynda Salcido as Interim Public Health Director, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth (the "Agreement"), is hereby approved. The compensation, appointment, and other terms and conditions of employment set forth in the Agreement are hereby prescribed and shall govern the employment of Lynda Salcido. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this 14th day of July, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**AGREEMENT REGARDING EMPLOYMENT
OF LYNDA SALCIDO
AS INTERIM PUBLIC HEALTH DIRECTOR
FOR THE COUNTY OF MONO**

This Agreement is entered into by and between Lynda Salcido (“Ms. Salcido”) and the County of Mono (“County”) and shall supersede and replace any prior agreement or employment relationship between Ms. Salcido and County, which shall be of no further force or effect.

I. RECITALS

Ms. Salcido was employed by County from 1998 until 2017, including for fifteen years as the County’s Public Health Director. She is currently a retired annuitant through the California Public Employees Retirement System (CalPERS).

The position of Public Health Director for Mono County is vacant and the County requires the services of an Interim Director to fill that vacancy until such time as a permanent Director can be hired.

In addition, the County is at the center of local emergency response to the COVID-19 pandemic and requires the immediate services of an experienced Public Health Director to guide its activities in response to that pandemic. Ms. Salcido, with more than 20 years of experience as a Public Health nurse and administrator, including fifteen years as the Mono County Public Health Director, has the skills needed to perform work of a limited duration in guiding the County through its COVID-19 response until such time as a permanent Director is hired.

Ms. Salcido is willing to serve as Interim Public Health Director, and the County wishes to employ Ms. Salcido as its Interim Public Health Director, in accordance with the terms and conditions set forth in this Agreement and in compliance with CalPERS rules related to work performed by retired annuitants.

II. AGREEMENT

1. The term of this Agreement shall be from July 7, 2020, until such time as a permanent Public Health Director is hired by County and commences work, unless earlier terminated by either party in accordance with this Agreement.

2. Commencing July 7, 2020, Ms. Salcido shall be employed by Mono County as Interim Public Health Director, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Salcido accepts such employment.

3. Ms. Salcido’s hourly rate shall be \$66.86. Consistent with the requirements of

California Government Code sections 7522.56 and 21221(h) as modified by Executive Orders N-25-20 and N-35-20, Ms. Salcido may work more 960 hours per fiscal year to aid the County in its COVID-19 response. Ms. Salcido shall not be entitled to any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate. Ms. Salcido will be reimbursed for actual, job-related expenses.

4. Ms. Salcido understands and agrees that her receipt of compensation under this Agreement is expressly contingent on her actual and regular rendering of personal services to the County. Should Ms. Salcido cease rendering such services during this Agreement and be absent from work then she shall cease earning or receiving compensation 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.

5. Ms. Salcido's employment as Interim Public Health Director shall be "at-will" and, as such, the County Administrative Officer may terminate Ms. Salcido'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.

6. Ms. Salcido 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.

7. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Salcido as Interim Public Health Director.

8. 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. Salcido'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. Salcido's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

9. Ms. Salcido acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Salcido 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 is executed by the parties this 14th day of July 2020.

EMPLOYEE:

THE COUNTY OF MONO:

Lynda Salcido

Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2020

Departments: Information Technology

TIME REQUIRED 1 hour (30 minute presentation; 30 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Nate Greenberg, IT Director

SUBJECT Radio System Update

AGENDA DESCRIPTION:

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

In 2015 the Mono County Information Technology Department inherited the County & Town's Land Mobile Radio (LMR) System and has been working to support, maintain, and generally improve it. This item will provide an overview of where this project is at, highlight key conversations we have had along the way, and sketch out a path forward.

RECOMMENDED ACTION:

Review potential options. Provide desired direction to staff so that a more complete proposal package may be brought back for final approval.

FISCAL IMPACT:

None at this time. The upper limit for Phase 1 of this effort would not exceed \$700,000. The Town of Mammoth Lakes and Mammoth Lakes Fire District would likely be willing to contribute approximately \$250,000.

CONTACT NAME: Nate Greenberg

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Presentation
<input type="checkbox"/> Federal Engineering Study
<input type="checkbox"/> Sample Cost Share MOU

History

Time	Who	Approval
7/9/2020 6:08 PM	County Administrative Office	Yes
7/8/2020 4:54 PM	County Counsel	Yes
7/8/2020 5:32 PM	Finance	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

July 14, 2020

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Radio System Update & Next Steps

Recommendation

Review potential options. Provide desired direction to staff so that a more complete proposal package may be brought back for final approval.

Discussion

In 2015 the Mono County Information Technology Department inherited the County & Town's Land Mobile Radio (LMR) System and has been working to support, maintain, and generally improve it. In 2019 the County commissioned Federal Engineering to conduct a strategic engineering study to help chart the course forward for the system. The study outlined a continuum of implementation approaches, effectively presented as phases, with '2B' being the desired end-state for the system. The approximate cost of reaching that state was \$11.7m.

Since that time County IT staff have had internal discussions, met with stakeholders, presented to elected bodies, and done a tremendous amount of due diligence to determine alternative approaches and concepts. These include in-depth conversations with AT&T/FirstNet about hybrid LTE/LMR and NextGen solutions, as well as several other vendors in both the LTE and LMR space.

Despite all the conversation, there are still as many questions as there are answers. This reality is driven by a large number of variables in the decision-making process, including financial constraints. The matter is further complicated by the legacy nature of our existing system, and the need to effectively incorporate new technology into an older system design. As our goal and approach is to implement technology without stranding investments as we move into future phases, great care must be given to design.

The one thing that is clear is the need to take some action now, as our existing system is failing regularly and generally operates in a greatly degraded state during the fall and winter months. As we crest into the latter part of the summer, the sense of urgency is also increasing as our window to do work is closing.

As it stands today, there are three distinct paths forward:

- (1) Secure funding to overhaul the entire radio system and begin the work necessary to do so
- (2) Take an initial step toward improving the system, recognizing the need for ongoing annual investments in future years
- (3) Continue along in a 'break-fix' mode of operations, effectively trying to keep the system operating as it is

The most logical path is #2. Under this, we would make a modest investment in technology which will improve the current operating state and do so in a manner which is forward leaning and incremental toward a longer-term solution.

Given the current economic environment, IT staff have been working with agency partners and vendors to develop a low-cost first step which solves the immediate problem of improving the quality of audio between dispatch and radio users in the field. This step is scalable in size, ranging from a lower budget solution which minimally achieves the desired outcome to a more inclusive solution which moves us slightly further along in the overall effort.

Both the Town of Mammoth Lakes and Mammoth Lakes Fire Protection District are interested in partnering in this project and bringing funding through a cost share agreement. The remaining funding would be the responsibility of the County and could either be paid in whole out of the General Fund or financed through a multi-year lease-purchase agreement.

Fiscal Impact

None at this time. The upper limit for Phase 1 of this effort would not exceed \$700,000. The Town of Mammoth Lakes and Mammoth Lakes Fire District would likely be willing to contribute approximately \$250,000.

Strategic Plan Alignment

Mono County Strategic Priorities

- 1A** Improve Emergency Operations & Response
- 1E** Infrastructure
- 3D** Fiscal Resiliency

IT Strategic Initiatives

- I. Business Operations and Efficiency
- II. Communications, Broadband, and Accessibility
- III. Infrastructure Resiliency and Security

NextGen Radio System

Where Are We?

Where Are We Going?

How Do We Get There?

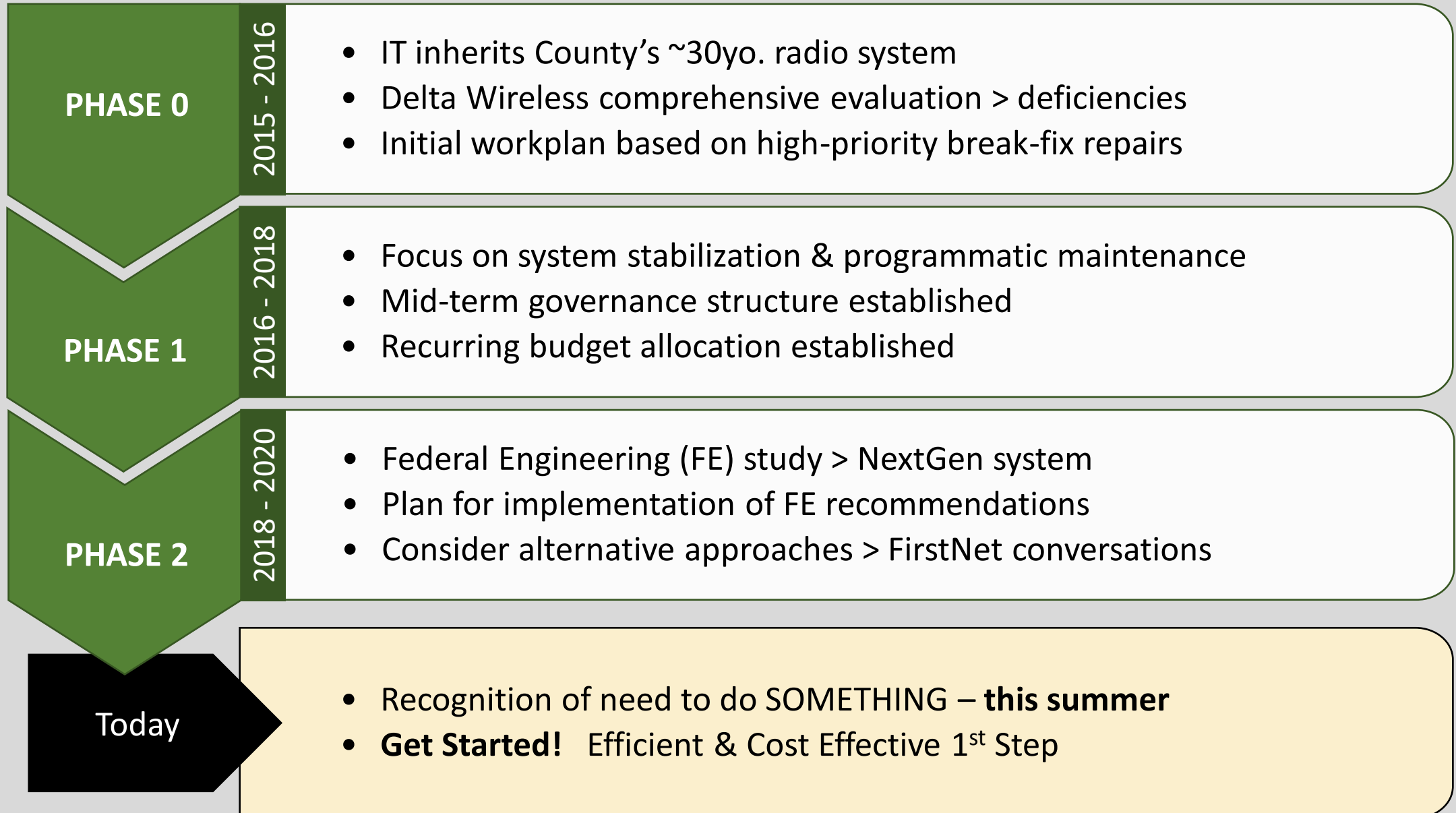
July, 2020



AGENDA

- **Background / Level Setting**
- **Principles**
 - Forward leaning
 - Stranded Investment
- **Challenges**
- **Forward Approach**
 - Basic technology
 - Opportunities
 - Next steps

HOW WE GOT HERE



FEDERAL ENGINEERING STUDY

Site Improvements	Repeaters & Backhaul	Subscriber Units	Dispatch Equipment
Infrastructure upgrades at repeater sites including towers, power systems, vaults, etc.	Technology equipment located at repeater sites including repeaters, microwave links, antennas, etc.	Radios and associated licensing in vehicles and on belts for use in talking across radio system	Dispatch consoles and associated equipment needed to communicate across radio network

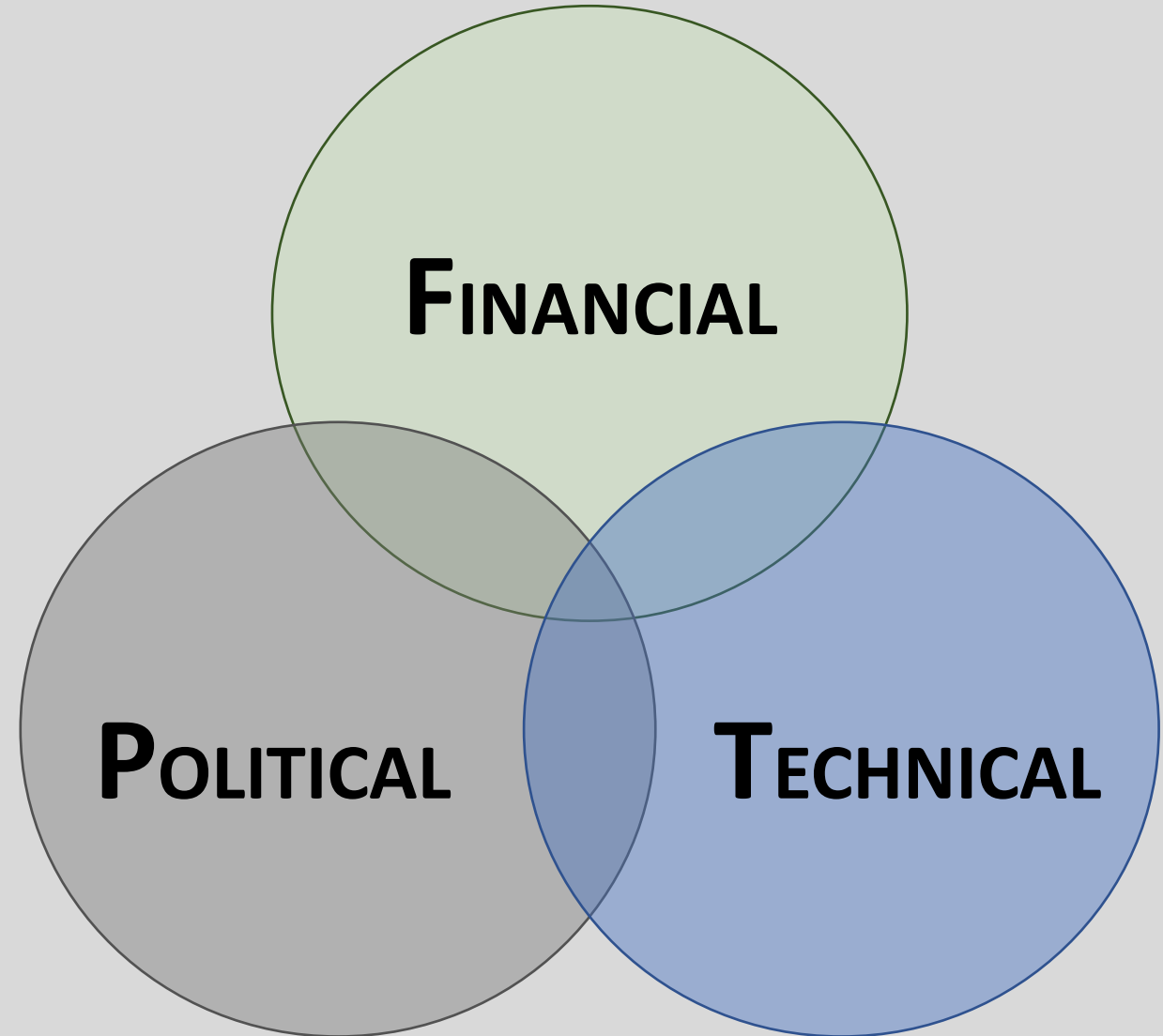
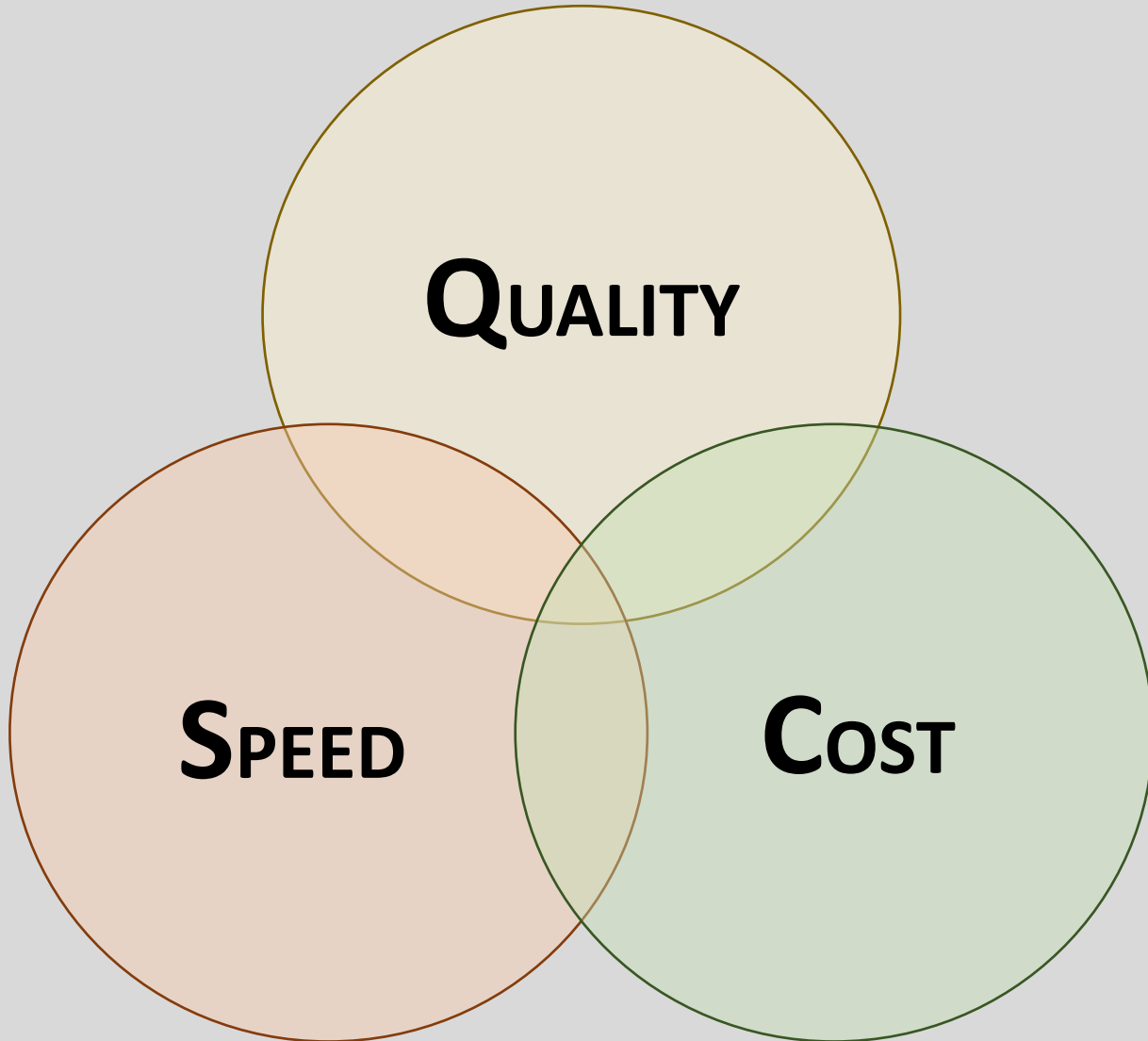
ITEM	ALTERNATIVE 1	ALTERNATIVE 2A	ALTERNATIVE 2B
Site Improvements	\$3,680,000	\$4,000,000	\$4,000,000
Repeaters & Backhaul	\$2,220,000	\$2,950,000	\$3,640,000
Subscriber Units	\$2,410,000	\$2,410,000	\$3,460,000
Dispatch Equipment	\$0	\$0	\$650,000*
Total	\$8,310,000	\$9,360,000	\$11,750,000
Cost Increment	\$8,310,000	\$1,050,000	\$1,740,000

* All costs are estimates but based on qualified numbers, including local sales tax

PRINCIPLES

- **Forward Leaning**
 - LMR is legacy & audio only
 - LTE is nascent and data is increasingly important
 - Incremental & Agile approach to tech
 - Leverage Digital 395
- **Fiscally Responsible**
 - Avoid sunk costs
 - Right-sized, cost-shared, & thoughtful
- **Governance & Ownership**
 - Project Management
 - Value to stakeholders & users

REALITIES



CHALLENGES

- **Technical**

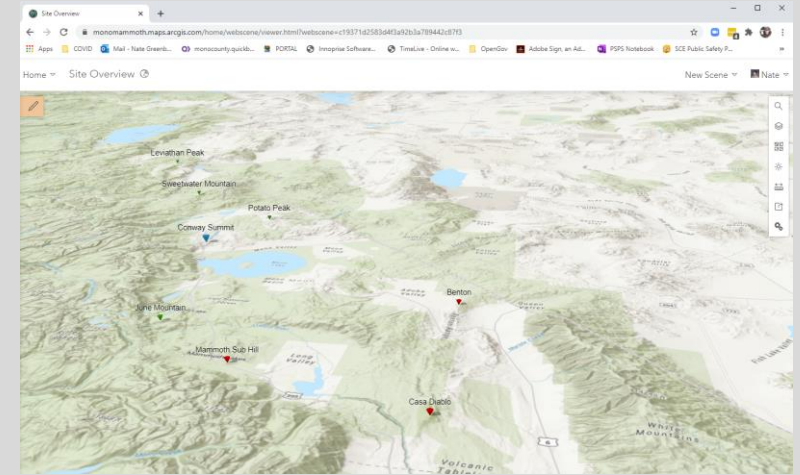
- Connectivity (backhaul)
- Audio quality

- **Path Forward**

- We cannot afford to do nothing – there is a growing risk!
- Chasing tails with options

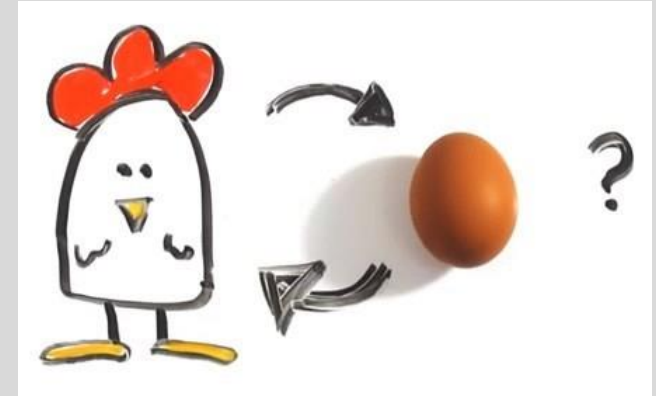
- **Financing**

- Comfort threshold: Today & Future Years
- How fund / financing?

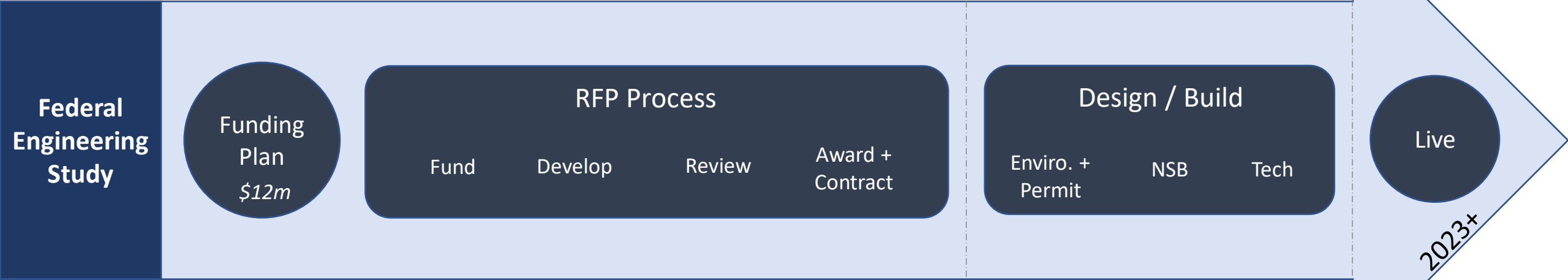


KEY QUESTIONS & NEEDS

- **Governance**
 - Started, but never committed – now what?
 - How it relates to a finance plan - what do we want?
- **Financing**
 - We need a system design to get to a dollar amount
 - Can we get a design before we know we have funding?
- **Phasing**
 - Whether 'all-in' or incremental, what outcomes do we expect YoY?
- **Project Management**
 - Internal v. External single entity



TRADITIONAL LMR – FE APPROACH



2019

2020

2022

HYBRID - AGILE APPROACH



2019

2020

2021

2022 +

FORWARD APPROACH: CRITICAL PATH

- **Interim Agreement / Cost Share**
- **Determination of spending comfort**
- **Commitment to Phase I design concepts**
- **Casa Diablo site acquisition**
 - Suddenlink to sell for \$5k
 - Integration costs & long-term benefits

REVISED PHASING – CONCEPTUAL

PHASE	OBJECTIVES	REPEATER / BACKHAUL	SITES	SUBSCRIBERS	GOVERNANCE	COST
1	Improve audio quality by investing in technology which can be utilized now and re-purposed as we move into future phases	Make a reasonable investment which is part of the larger investment needed in the future phases	Acquire Casa Diablo and implement site in overall design - Review AT&T CoLo opportunities	Via attrition	Interim governance and cost share agreement in place	TBD
2	Work toward occupying CoLo opportunities and developing IP links at those sites	Repeaters, filtering / combining systems necessary for CoLo - BeOn PTT Integration	Focus on Sweetwater, Benton, (and perhaps Antelope Valley?)	HSGP (\$85k)	Work toward formal structure (JPA)?	TBD
3	Continue site upgrades / new site builds	Repeaters, filtering / combining systems necessary for CoLo	1-2 new / replacement sites	HSGP (\$85k)		TBD
...						



THANK YOU!

Questions/Comments/Feedback





Land Mobile Radio System Alternatives Analysis and Recommendations Report

Executive Summary

September 2019

Prepared by:



Federal Engineering, Inc.
10600 Arrowhead Dr, Suite 160
Fairfax, VA 22030
703-359-8200



Executive Summary

Mono County, California (County) is experiencing radio coverage and interference issues and sought a complete evaluation and assessment of the current radio system to determine what actions they could take to improve radio system performance.

Following a competitive procurement process, the County contracted with Federal Engineering, Inc. (**FE**) to assess their existing land mobile radio (LMR) system, identify current and future stakeholder needs and assist in determining the best course of action for the upgrade or replacement of the system.

FE performed the following tasks to assess the existing LMR system:

- Reviewed existing LMR system documentation
- Submitted a questionnaire to County stakeholders to obtain written feedback regarding their experiences with the system
- Conducted stakeholder interviews to gain insight into current and future radio system needs
- Conducted site visits to several radio sites to assess radio equipment and infrastructure
- Performed a computer-based radio coverage analysis to provide a visual representation of current system radio coverage and to ascertain stakeholder feedback that compares real-world experience against the computer model

As a result of this assessment, **FE** found that subscriber radios are not an issue. However, **FE** identified several issues and system vulnerabilities including:

- Existing County VHF repeaters are at the end of the product life cycle. This means that although there are limited repair parts available in the marketplace, the manufacturer is no longer producing parts or supporting the equipment.
- Insufficient radio coverage and poor audio quality for all four County channels: Administration (Admin), Emergency Medical Services (EMS), Fire and Law
- Unreliable VHF control links from Conway Summit to the VHF repeater sites due to terrain blockage on a number of existing paths
- High radio frequency (RF) interference levels at some of the repeater sites due to physical antenna placement





- Operational difficulties, including:
 - Radio users must select a channel on their radio associated with the repeater that provides the best coverage. To be effective, this requires radio users to select the correct repeater for their location
 - It can be difficult for dispatchers to identify which repeater site a radio user is using, thus not knowing what repeater on which to respond
 - Radio users cannot always hear transmissions from other repeater sites; as a result, they may transmit without knowing that someone else is talking on an adjacent site, thus “stepping on” the other conversation

Following the assessment, **FE** worked with the County to identify feasible alternatives for the upgrade or replacement of the County LMR system.

At the County’s direction, **FE** evaluated three LMR upgrade alternatives that would address shortfalls of the existing system. These alternatives are described as follows:

Alternative 1 – VHF Conventional Analog System, non-simulcast

Consists of a new VHF conventional analog system providing improved coverage for the Admin, EMS, Fire and Law channels.

Radio users would continue to select the channel on their radio associated with the VHF repeater site that provides the best coverage for their location.

Alternative 2A – VHF Conventional Analog System, Simulcast Fire and Law

Comprises a new VHF analog conventional simulcast system providing improved coverage for the County Fire and Law channels. This simulcast system would transmit all radio traffic from Dispatch and field users on all repeaters simultaneously.

Simulcast system users would operate on the same channel on their radio regardless of where they are in the County thereby overcoming the operational difficulty associated with having to select the best channel based on location. Additionally, users would be able to hear radio transmissions from all sites. Users on the Admin and EMS channels, however, would use the same approach as described for Alternative 1 which does require selecting the best channel based on location.





Alternative 2B – VHF Conventional Digital System, Simulcast Fire and Law

This alternative is based on a new VHF digital Association of Public Safety Officials (APCO) Project 25 (P25) conventional simulcast system that provides improved coverage for the County Fire and Law channels. The P25 system supports the use of federal standards-based digital encryption which is highly desired by public safety users in the County.

As with Alternative 2A, simulcast system users would operate on the same channel on their radio regardless of where they are in the County and users on the Admin and EMS would use the same approach as described for Alternative 1 by selecting the best channel for their location.

Each alternative includes all new equipment and additional sites to address the necessary radio coverage and site improvements to support the new LMR system. Each alternative also addresses issues and vulnerabilities identified in the existing system assessment and needs analysis phases by:

- Improving mobile and on-street portable radio coverage
- Installing a newly designed backhaul system, that overcomes terrain obstructions, to replace the existing VHF control links, using licensed 900 MHz radio and County fiber to provide reliable communications between Dispatch and the VHF repeater sites
- Installing transmitter combiners and receiver multicouplers at the VHF repeater sites to mitigate RF interference

Each alternative provides the same channel capacity and interoperability as the County's existing system. Table 1 compares other key attributes for the three LMR upgrade alternatives.





Table 1 – Comparison of System Upgrade Alternatives

	Alternative 1	Alternative 2A	Alternative 2B
System Operations	Uses the same technology/ approach as the existing VHF system, requiring radio users to select a channel on their radio corresponding to the repeater that provides the best coverage in their area. This requires extensive knowledge of the radio system by system users, to know the location of repeater sites and the coverage they provide.	Utilize simulcast technology for the Fire and Law channels, where all repeaters on a channel use the same frequency pair and all repeaters "key up" simultaneously to retransmit audio received from a radio user. This greatly simplifies user operation, requiring radio users to user only a single channel on their radios.	
Features	Same features as existing analog system.		P25 system allows for encrypted traffic.
Interoperability	The ability to interoperate with other agencies in the County would be the same as the existing system. Most users in the County operate on the VHF band, so the County departments program the other agencies channels in their radios and vice versa.		To interoperate with other agencies with analog systems, Sheriff and Fire would need to equip their subscriber units with those agencies analog channels, and switch to those channels to interoperate. The other agencies would not be able to operate on the Fire or Sheriff channels unless they had P25-compatible subscriber units.
Voice Quality	Radio coverage improvements and a new backhaul system will provide improved audio quality for these analog solutions.		In addition to radio coverage improvements and a new backhaul system to provide improved audio quality, the audio quality provided by a digital P25 system is typically better than an analog system.
Dispatch	Alternatives 1 and 2A would utilize existing dispatch consoles.		Alternative 2B would require new P25 consoles or the upgrade of the existing consoles to P25.
Subscriber Units	The cost estimate below includes the replacement of all subscriber radios. However, existing subscriber radios could be used on the new system until funding becomes available to replace them.		Would require subscriber radios to be replaced before operating on the new P25 Fire and Law channels.
Estimated LMR/Backhaul Cost	\$2,220,000	\$2,950,000	\$3,640,000
Estimated Dispatch Cost	\$0	\$0	\$650,000
Estimated Site Improvements Cost	\$3,680,000	\$4,000,000	\$4,000,000
Estimated Subscriber Units Cost	\$2,410,000	\$2,410,000	\$3,460,000
Estimated Total Cost	\$8,310,000	\$9,360,000	\$11,750,000





Recommendation

The system recommended for Mono County is a fully functional system which meets the County's needs and industry standards. There are more sophisticated systems, such as a P25 digital trunked radio system, however, there was insufficient justification for what would be a considerable cost increase. Two of the main advantages of a trunked radio systems over the conventional system which was recommended are increased channel capacity/efficiency and improved interoperability. However, both channel capacity and interoperability are both adequately addressed with the County's existing conventional system and would continue to be so with the recommended upgrade alternative.

All three alternatives would be a significant improvement over the existing system, with improved radio coverage, audio quality and system reliability, and in addition to supporting the needs of the County, each alternative could also support the needs of the Mammoth Lakes Police and Fire departments. However, based on the existing system assessment, and needs and alternatives analyses, **FE** recommends that the County consider implementing Alternative 2B. **FE's** recommendation is based on the following factors:

- The simulcast solution in Alternative 2B for the Fire and Law channels would be much easier for Dispatch and radio users to operate on than Alternative 1. Simulcast would allow the use of a single channel countywide, whereas Alternative 1 would require users to change channels based on location (as with the existing system). Admin and EMS channel users would need to continue to change channels based on location with this alternative
- Alternative 2B would allow users to hear all radio traffic on the radio channel throughout the County, whereas Alternative 1 allows users to only hear those repeaters within range of their radio – the ability to hear the channel countywide is a critical feature requested by Law channel users
- By utilizing simulcast technology, Alternative 2B would eliminate the situation that occurs often on the existing system (and would also occur with Alternative 1) where a radio user “steps on” communications from another repeater because he/she is out of range of that repeater and cannot hear the radio traffic
- Alternative 2B is a modern, industry-standard P25 digital radio system with audio quality that is better than the analog solutions in Alternatives 1 and 2A
- Alternative 2B supports the use of encryption, which was an expressed need of the Sheriff, while the other two alternatives do not support it
- Alternative 2B can be implemented in phases as discussed below in Section 7, Next Steps, beginning with site development and upgrade work, new backhaul system installation and LMR system replacement





Next Steps

There are several steps that the County can take to prepare and plan for the implementation of the recommended solution. After obtaining approval from the County Board of Supervisors for the recommended solution, the County could:

- Evaluate and improve upon the current governance structure for the operation and management of the system
- Identify funding sources for the new system
- Retain the services of a consultant to develop a Request for Proposals (RFP) for system procurement, installation and testing of the recommended solution
- Begin planning for new site development (i.e. approvals, commercial power installation/extensions, County fiber extensions, etc.)
- Begin to replace subscriber units with P25-compatible models

The estimated timeline for the procurement and implementation phases is approximately 36 to 60 months as follows:

- RFP Development – 4 to 6 months
- System Procurement – 4 to 6 months
- System Implementation – 28 months to 48 months
 - Detailed System Design – 3 to 6 months
 - Site Development/Improvements – 18 to 24 months
 - Installation/testing – 7 to 18 months

The RFP could be structured for a phased implementation based on the availability of funding, beginning with site development and upgrades, followed backhaul and LMR system installation. However, **FE** recommends a turnkey implementation with a single prime contractor to provide equipment and services for site development/upgrades and the backhaul and LMR systems. To accomplish this, the County could include a requirement in the RFP for a lease to own solution where the County would pay for the system over multiple years (typically 7 – 15 years) and would own it when the final payment is made.



MEMORANDUM OF UNDERSTANDING AND COST SHARE AGREEMENT FOR MULTI-AGENCY RADIO COMMUNICATIONS UPGRADES

This Memorandum of Understanding and Cost Share Agreement (“Agreement”) is entered into as of _____, (“Effective Date”) by and among the County of Mono (“County”), the Town of Mammoth Lakes (“Town”), and the Mammoth Lakes Fire Protection District (“MLFPD”) (collectively, the “Parties”), for the purpose of _____.

RECITALS

1. IT: ADD PURPOSE HERE – WHAT ARE WE DOING AND WHY?

2. In furtherance of these activities, the Parties will incur, or have already incurred, various expenses and charges related to the purchase of equipment and labor, the lease or license of real property, and in-kind staff time.
3. The purpose of this Agreement is to set forth the mutual understanding of the Parties with respect to the sharing of costs, the provision of in-kind labor and the responsibilities and authorities of the Parties with respect to the proposed activities.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The above recitals are adopted by the Parties as if fully set forth herein.
2. Project Description. IT: **ADD DESCRIPTION HERE**. The foregoing activities are collectively referred to herein as the “Radio Upgrades.”
3. Cost Share. The following expenses associated with the Radio Upgrades are subject to cost share under this Agreement:
 - 3.1 All salaries, benefits, taxes and reimbursable expenses for staff time spent.
 - 3.2 All costs, including expenses, rates and miscellaneous charges, for contractual services.
 - 3.3 All equipment, materials and supplies.
 - 3.4 All costs to lease, rent or otherwise secure a physical facility.
 - 3.5 Any other cost or expense incurred in implementing the Radio Upgrades.
4. Cost Share Methodology. Costs incurred pursuant to this Agreement shall be shared by the Parties in accordance with Exhibit “B”, which is attached hereto and incorporated by this reference.

5. Expenditure Limits.

5.1 **County of Mono.** The total amount authorized to be paid or reimbursed with County funds pursuant to this Agreement is \$_____. The County expressly reserves the right to deny any payment or reimbursement that is in excess of this amount.

5.2 **Town of Mammoth Lakes.** The total amount authorized to be paid or reimbursed with Town funds pursuant to this Agreement is \$_____. The Town expressly reserves the right to deny any payment or reimbursement that is in excess of this amount.

5.3. **Mammoth Lakes FPD.** The total amount authorized to be paid or reimbursed with MLFPD funds pursuant to this Agreement is \$_____. MLFPD expressly reserves the right to deny any payment or reimbursement that is in excess of this amount.

6. Procedures for Tracking, Invoicing and Payment/Reimbursement. The following procedures and requirements shall apply to all purchases, expenses or other costs incurred pursuant to this Agreement:

6.1 **Existing Staff.** Each Party shall separately track and account for the costs, including salary and benefits, of time spent by existing staff of that Party, including time spent attending meetings and time spent carrying out directives or tasks.

6.2 **Consultants.** All costs incurred and paid for by each Party for consultants, technicians, contractors, or other services, including expenses and per diem, shall be tracked and accounted for by the contracting Party. On the tenth day of the month following the month in which services were provided, the Party incurring the cost shall invoice the other Parties for their applicable cost share. Invoices shall include all back-up invoices and other documentation. Upon receipt of such invoices, the other Parties shall remit payment to the invoicing Party within 30 days.

6.3 **Goods, Materials, Supplies and Equipment.** All costs incurred and paid for by each party for goods, materials, supplies or equipment (collectively "supplies") shall be tracked and accounted for by the purchasing Party. On the tenth day of the month following the month in which the supplies were purchased, the purchasing Party shall invoice the other Parties for their applicable cost share. Invoices shall include all back-up invoices and other documentation. Upon receipt of such invoices, the other Parties shall remit payment to the invoicing Party within 30 days.

6.4 **Quarterly Meetings.** Financial officers designated by each Party will meet quarterly during the course of the Radio Upgrade project on such days and at such times as may agreed to by the financial officers.

6.5 **Accounting.** At each quarterly meeting of financial officers, all Parties shall provide the other Parties with an account history report showing the previous week's transactions and transactions related to the incident to-date. Each Party's reports shall be combined into a consolidated report that provides at least the amount of costs incurred for the week and the amount of costs incurred for the Radio Upgrades to date.

6.6 **Total Expenditures.** The total amount spent for this Phase I of the Radio Upgrades shall not exceed _____, unless this Agreement is modified by amendment mutually agreed upon by the Parties.

7. **Environmental Review.** The County will act as lead agency under the California Environmental Quality Act (CEQA) with respect to the Radio Upgrades and shall determine the appropriate level of review/compliance with CEQA.
8. **Labor Code Compliance.** To the extent that any of the work to be performed pursuant to this Agreement constitutes a public work within the meaning of the California Labor Code, the County will ensure compliance with applicable legal requirements, including but not limited to, the payment of prevailing wages, competitive bidding, bonding, etc.
9. **Miscellaneous Provisions.** **BEFORE THIS IS FINALIZED, STACEY TO ADD BOILERPLATE PROVISIONS, INCLUDING INDEMNIFICATION, INSURANCE, ETC.**

IN WITNESS THEREOF, the County, Town and MLFPD have executed this Agreement on the ____ day of _____, _____.

MONO COUNTY

Stacy Corless, Board Chair

Date

Approved as to Form:

Mono County Counsel

TOWN OF MAMMOTH LAKES

Dan Holler

Date

Approved as to Form:

City Attorney

MAMMOTH LAKES FIRE PROTECTION DISTRICT

Frank Frievalt, Chief

Date

Approved as to Form:

Attorney for District

Exhibit A

COST SHARE APPROVAL TEMPLATE – COVID-19 RESPONSE AND PLANNING

1. Nature of Procurement:

Goods (please list): _____

Services (please describe): _____

Extra-hire staff (title, duties, hours/week): _____

Lodging or other facility (please describe): _____

Other (please describe): _____

2. Cost

Actual \$ _____

--or--

Estimated Not-to-exceed amount: \$ _____

3. Party responsible for upfront payment: _____

4. Contract Term (as applicable): _____

APPROVED:

Steve Barwick, Mono County Date

Dan Holler, Town of Mammoth Lakes Date

Frank Frievalt, Mammoth Lakes FPD Date

DRAFT



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 14, 2020

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:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval