



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.

Teleconference Only - No Public Location

Regular Meeting June 16, 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/93564021397>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 935 6402 1397.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 935 6402 1397.

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=759e238f-a489-40a3-ac0e-a4e4ae90735d

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. Board Minutes - May 12, 2020

Departments: Clerk of the Board

Approval of the Board Minutes of the Regular meeting on May 12, 2020.

Recommended Action: Approve the Board Minutes of the Regular meeting on May 12, 2020.

Fiscal Impact: None.

B. Board Minutes - May 19, 2020 Regular

Departments: Clerk of the Board

Approval of the Board Minutes of the Board of Supervisors Regular meeting on May 19, 2020.

Recommended Action: Approve Board Minutes of the Board of Supervisors Regular meeting on May 19, 2020.

Fiscal Impact: None.

C. Board Minutes - May 19, 2020 Special

Departments: Clerk of the Board

Approval of Board Minutes of the Board of Supervisors Special Meeting on May 19, 2020.

Recommended Action: Approve Board Minutes of the Board of Supervisors Special Meeting on May 19, 2020.

Fiscal Impact: None.

D. Recommended Budget as the Temporary Budget for FY 2020-2021

Departments: CAO, Finance

Adopt resolution approving a recommended budget as the temporary budget for Fiscal Year 2020-2021 to spend until budget hearings are held and the Board adopts the final budget for the coming fiscal year.

Recommended Action: Adopt proposed resolution R20-____, approving the recommended budget as the temporary budget until Fiscal Year 2020-2021 budget is adopted, including appropriations of \$77,932,760. Provide any desired direction to staff.

Fiscal Impact: The total fiscal impact is \$77,932,760, including \$38,056,464 of General fund and \$39,876,296 of Non-General Fund expenditures.

E. Amendment of CSAC Excess Insurance Authority Joint Powers Agreement

Departments: Risk Management

The JPA amendment summary: CSAC Excess Insurance Authority (EIA) is proposing to change its name to Public Risk Innovation, Solutions, and Management (otherwise known as PRISM). Remove the provision that county members must maintain their membership in CSAC. Update the JPA agreement to coincide with current practices and the future vision of the organization.

Recommended Action: Adopt the proposed resolution R20-___, To amend the CSAC Excess Insurance Authority Joint Powers Agreement. Authorize the County's primary and alternate Board Member, the CAO and Risk Manager respectively, to execute the amended Joint Powers Agreement.

Fiscal Impact: None

F. County Surveyor Services Agreement

Departments: Public Works

Agreement with Lumos & Associates for County Surveying Services and Work.

Recommended Action: Authorize the Mono County Public Works Director (in consultation with County Counsel) to execute a professional services agreement with Lumos & Associates of Carson City, NV to perform county surveyor services and work.

Fiscal Impact: Up to \$75,000 per year. The contract limit for this agreement is \$75,000 per year. However, charges for county surveyor services and work performed by the County's county surveyor contractor/consultant are generally passed through to project proponents and applicants as applicable project fees. Services and work will be charged on a time-and-materials basis consistent with the schedule of fees listed in Attachment B1 to the enclosed agreement.

G. Environmental Health Authority to Execute LEA Grants

Departments: Public Health Department

Proposed Resolution Authorizing Submittal and Signature Authority to Execute Local Enforcement Agency (LEA) Grant Program Application for EA 31 Cycle and Subsequent EA Grant Cycles from July 1, 2020 to June 30, 2025

Recommended Action: Adopt proposed resolution authorizing the Environmental or Public Health Director to submit LEA grant applications, execute agreements, amendments, requests for payment and all grant documents necessary to secure grant funds and implement the approved Grant Project (Signature Authority) and to retain Signature Authority for a period of 5 years. Provide any desired direction to staff.

Fiscal Impact: There is no impact to the General Fund. Grant providing \$16,500 to Health Department for the current fiscal year, and approximately the same amount for each of the next annual grant cycles until June 30, 2025.

H. Megabyte Contract Renewal

Departments: Finance/Assessor

Proposed contract with Megabyte Systems, Inc. pertaining to software maintenance agreement for FY 2020-21.

Recommended Action: Approve and authorize board chair signature on proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$132,506.24. Provide any desired direction to staff.

Fiscal Impact: Annual cost anticipated at \$131,743 for FY 2020-21, with \$86,753 allocated to Finance and \$44,990 allocated to the Assessor. Costs are partially reimbursed through the Property Tax Administration Fee charged to certain taxing jurisdictions in the County.

I. Renewal/Extension of Solid Waste Program Fees

Departments: Public Works Department - Solid Waste Division

Approval of resolution adopting annual schedule of parcel fees to be imposed in the County and the Town of Mammoth Lakes (Town) for solid waste services and amendment to agreement with the Town for the imposition and collection of those parcels fees in the incorporated area of the Town.

Recommended Action: (1) Approve and authorize the Chair to sign Resolution No. R20-___, Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2020-2021; and (2) Review, approve, and authorize the County Administrative Officer to execute the First Amendment to the Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Years 2015-2016 Through Fiscal Year 2019-2020. The amendment extends the term through June 30, 2022; and (3) Provide any desired direction to staff

Fiscal Impact: No negative fiscal impact. The Resolution will extend the County's authority to impose and collect solid waste parcel fees in the unincorporated and incorporated areas at current rates, which generate approximately \$800,000 in annual revenue for the Solid Waste Enterprise Fund.

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. SCE Lee Vining Hydroelectric Project Relicense Process Notice

A notice from Southern California Edison advising of the Lee Vining Hydroelectric Project (FERC Project no. 1388) intent to relicense and the process, which can be found at www.sce.com/leevining.

B. SCE Response to Board Letter re: Vegetation Management in the June Lake

A letter from Southern California Edison in response to the June 9, 2020 letter from the Mono County Board of Supervisors regarding SCE's vegetation management in the June Lake area.

C. Governor's Proclamation of the General Election

A proclamation by the Governor of the State of California that the General Election will be held throughout the state on Tuesday, November 3, 2020.

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) Recreation, including updates on the status of facilities on federal lands; (2)

Returning to in-person Board meetings.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Public Safety Power Shutoff - County/Town Response Efforts

Departments: Information Technology; Sheriff

1 hour (30 minute presentation; 30 minute discussion)

(Nate Greenberg) - Mono County has partnered with the Town of Mammoth Lakes to establish a small task force aimed at ensuring adequate messaging and safety considerations are in place for Public Safety Power Shutoff (PSPS) events. This agenda item will provide an overview of how the County and Town are preparing for and responding to PSPS events initiated by either Southern California Edison (SCE) or Liberty Power.

Recommended Action: Receive update and provide staff direction, as appropriate.

Fiscal Impact: None at this time.

C. Countywide Power Outage Continuity Plans

Departments: Public Works

5 minutes

(Joe Blanchard, Facilities Superintendent / Tony Dublino, Director of Public Works) - Presentation of the Electrical Supply Interruption Continuity Plan that has been developed in response to Public Safety Power Shutoffs within Mono County. The plan details the county's current generator supply, future needs, and prioritizes these needs with a timeline for completion.

Recommended Action: Receive presentation on the Electrical Supply Interruption Continuity Plan. Provide desired direction to staff.

Fiscal Impact: No general fund impact anticipated this fiscal year as available funding will be utilized to implement interim plans. For long-term plans, requests may be made in future fiscal years.

D. Civic Center Update

20 minutes

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

Recommended Action: None; Informational only.

Fiscal Impact: None.
E. Employment Agreement with Tobias Hasler

Departments: District Attorney

5 minutes

(Tim Kendall) - Proposed resolution approving a contract with Tobias Hasler as Deputy District Attorney III and prescribing the compensation, appointment, and conditions of said employment.

Recommended Action: Announce fiscal impact. Adopt Resolution #R20-____, approving a contract with Tobias Hasler as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (June 16 to June 30th) is approximately \$7,923 of which \$4,895 is salary and \$3,028 is the cost of the benefits, and there is sufficient budget. Total cost for a full fiscal year (2020-2021) would be \$190,158 of which \$117,480 is annual salary and \$372,678 is the cost of the benefits, and will be included in the CAO's recommended budget.

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 - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employment

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

C. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of

Government Code section 54956.9. Number of potential cases: one.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

10. 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.

11. REGULAR AGENDA - AFTERNOON

A. Law Enforcement Update

Departments: Sheriff

45 minutes

(Sheriff Ingrid Braun) - In response to recent national events, a presentation by Sheriff Ingrid Braun regarding law enforcement in Mono County.

Recommended Action: None, informational only.

Fiscal Impact: None.

12. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 12, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes of the Regular meeting on May 12, 2020.

RECOMMENDED ACTION:

Approve the Board Minutes of the Regular meeting on May 12, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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5-12-2020 DRAFT Minutes

History

Time	Who	Approval
6/11/2020 2:37 PM	County Administrative Office	Yes
6/10/2020 11:10 AM	County Counsel	Yes
6/4/2020 6:40 PM	Finance	Yes



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

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

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

**Regular Meeting
May 12, 2020**

Flash Drive	No Recorder
Minute Orders	M20-83 – M20-86
Resolutions	R20-45 – R20-49
Ordinance	ORD20-05

9:00 AM Meeting Called to Order by Chair Corless.

Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all attended via teleconference).

Supervisors Absent: None.

All votes were conducted by roll call.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Stump.

Supervisor Corless:

- Item 7f will be moved to the afternoon.
- "Don't ever make decisions based on fear. Make decisions based on hope and possibility. Make decisions based on what should happen, not what shouldn't." Michelle Obama.

Supervisor Stump:

- "Leave you front door open and leave your back door open. Let your thoughts come and go. Just do not stop and serve them tea." Zen Master Suzuki.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note:

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Read comments into records (full comments available as additional documents).

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Meetings with the EOC.
- Budget preparation with Janet Dutcher and Megan Mahaffey.
- Meeting about vacating Minaret Mall.
- Statewide Conference Call with County Executive's Association
- CSAC statewide call with other county supervisors and administrative staff - attestation call.

4. DEPARTMENT/COMMISSION REPORTS

Shannon Kendall, Registrar of Voters:

- November Election update.

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. Appointment of Elin Ljung to the Mono Basin RPAC

Departments: Community Development

(Bentley Regehr) - Consider appointment of a new member to the Mono Basin Regional Planning Advisory Committee (RPAC).

Action: Appoint Elin Ljung to a two-year term on the Mono Basin RPAC, expiring December 31, 2022, as recommended by Supervisor Gardner.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

M20-83

Supervisor Kreitz:

- Concerned that too many people on the Mono Basin RPAC are related to Mono Lake Committee.

B. Ratification of First Amendment and Approval of Second Amendment to Civic Center Furniture Purchase Agreement

Departments: County Counsel's Office

Approval and ratification of the County Administrative Officer's execution of First Amendment to the Mono County Civic Center Furniture Purchase Agreement; and approval of Second Amendment to the Mono County Civic Center Furniture Purchase Agreement.

Action: 1. Review, approve, and ratify the County Administrative Officer's execution of the First Amendment; direct the Clerk to prepare a minute order of the approval and ratification of the First Amendment and to send minute order to staff; 2. Review, approve, and authorize the County Administrative Officer to

Note:

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execute the Second Amendment; and 3. Provide any desired direction to staff.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-84

C. Resolution Authorizing Use of Facsimile, Electronic, and Digital Signature of Chairperson of Board of Supervisors

Departments: County Counsel

Resolution and Board Policy authorizing and establishing requirements for the use of the facsimile, electronic, and digital signature of the Chairperson of the Board of Supervisors.

Action: Approve resolution and board policy.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

R20-45

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Fee Waiver for Modification to Operation Permit 19-003/Tioga Green

Departments: Community Development

(Bentley Regehr) - Consider adoption of proposed resolution waiving fees associated with modification to Operation Permit 19-003 for commercial cannabis retail business located in Lee Vining.

Action: Consider and potentially adopt proposed resolution waiving fees associated with modification to Operation Permit 19-003 for commercial cannabis retail business located in Lee Vining. Provide any additional direction to staff.

Kreitz moved; Gardner seconded

Vote: 3 yes, 2 no

R20-46

Bentley Regehr:

- Presented items 7a and 7b concurrently.

Christy Milovich, Assistant County Counsel:

- Discussed the legal justifications needed for a Fee waiver by the County.

Supervisors Peters and Stump voted No.

B. Tioga Green Cannabis Operation Permit Modification

Departments: Community Development

Note:

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

(Bentley Regehr) - Modification to Cannabis Operation Permit 19-003/Tioga Green to expand permitted signage and review lighting compliance.

Action: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15303 and file a Notice of Exemption. 2. Make the findings contained in the staff report, as amended, including those under MCC 5.60, and approve modification to Cannabis Operation Permit 19-003 subject to the conditions as recommended or with desired modifications. 3. Direct staff to enforce the conditions of Use Permit 19-006, including removal or disconnection of the lamp posts in the center of the parking lot and verification of an operational timer on the parking lot lights.

Gardner moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-85

Bentley Regehr:

- Continued presentation of the item.

Cory Zila, Owner:

- Discussed lighting at the business.

C. California Child and Family Services Review (C-CFSR)

Departments: Social Services and Probation

(Michelle Raust, Social Services; Jazmin Barkley, Probation) - Presentation by Michelle Raust (Department of Social Services) and Jazmin Barkley (Probation Department) regarding the finalization of the 2018-2023 California Child and Family Services Review System Improvement Plan and request for Board of Supervisors approval.

Action: Approve and authorize the Chair to sign the Mono County 2018-2023 California Child and Family Services Review (C-CFSR)'s System Improvement Plan.

Gardner moved; Peters seconded

Vote: 5 yes, 0 no

M20-86

Michelle Raust, Social Services

Jazmin Barkley, Probation

Krista Cooper, Social Services

- Presented item.

D. Civic Center Update

Departments: Public Works and IT

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

Action: None.

Tony Dublino, Public Works Director

Note:

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Nate Greenberg, IT Director:

- Presented item.

Break: 10:51 AM

Reconvene: 11:02 AM

E. Proposed Ordinance Amending Mono County Code Section 1.12.010 - Enforcement of Public Health Officer Orders and Directives

Departments: County Counsel; Code Enforcement

(Anne Frievalt) - Proposed Urgency Ordinance Amending Chapter 1.12, Section 1.12.010 of the Mono County Code, Pertaining to Enforcement of Public Health Officer Orders and Directives.

Action: Adopt proposed urgency ordinance ORD20-05, Amending Chapter 1.12, Section 1.12.010 of the Mono County Code, Pertaining to Enforcement of Public Health Officer Orders and Directives.

Peters moved; Gardner seconded

Vote: 4 yes, 1 no

ORD20-05

Anne Frievalt, Assistant County Counsel:

- Presented item.

Wendy Sugimura, Community Development Director

Supervisor Stump voted no.
Moved to item 7g.

F. Management (Unrepresented/At-Will) Employee and Officer Benefits and Compensation

Departments: CAO

(Bob Lawton, Acting CAO) - (1) Proposed resolution adopting amended Policy Regarding Benefits of Management-Level Officers and Employees to implement a 400-hour cap on vacation accrual; authorize the one-time purchase of accrued hours in excess of that cap; modify the County's contribution to health insurance effective January 1, 2021; eliminate obsolete language; update out-of-date language; remove provisions related to travel and refer instead to the County's recently adopted Per Diem and Travel Policy; and make additional clarifying (non-substantive) changes. (2) Proposed resolution foregoing cost of living adjustments (COLAs) for management (at-will) employees for 2019 and 2020, implementing 2% COLA and a 4% "off-salary-schedule" payment for 2021, authorizing the use of 2020 merit leave in 2021, and setting forth conditions for implementation of 2% COLAs in 2022 and 2023.

Action: None. Moved to a future meeting.

Bob Lawton, Acting CAO:

- Item will be heard at the next meeting.

Note:

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

Moved to item 11b.

G. Employment Agreement - Joe Blanchard, Facilities Superintendent

Departments: Human Resources, Public Works

(Dave Butters, Human Resources Director; Tony Dublino, Public Works Director) - Proposed resolution approving a contract with Joe Blanchard as Facilities Superintendent and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R20-47, approving a contract with Joe Blanchard as Facilities Superintendent and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (May 12 to June 30th) is approximately \$22,533 of which \$13,424 is salary and \$9,133 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2020-2021) would be \$168,027 of which \$99,996 is annual salary and \$68,031 is the cost of the benefits.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

R20-47

Dave Butters, Human Resources Director

Tony Dublino:

- Presented item.

Fiscal Impact announced by Chair Corless.

H. Employment Agreement - Garrett Higerd, County Engineer

Departments: Human Resources, Public Works

(Dave Butters, Human Resources Director; Tony Dublino, Public Works Director) - Proposed resolution approving a contract with Garret Higerd as County Engineer and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R20-48, approving a contract with Garrett Higerd as County Engineer and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (May 12 to June 30th) is approximately \$27,638 of which \$16,918 is salary and \$10,720 is the cost of the benefits and is included in the approved budget. The cost for this position for an entire fiscal year (2020-2021) is approximately \$205,878 of which \$126,024 is salary and \$79,854 is the cost of the benefits.

Stump moved; Kreitz seconded

Vote: 5 yes, 0 no

R20-48

Dave Butters, Human Resources Director

Tony Dublino:

Note:

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- Presented item.

Fiscal Impact announced by Chair Corless.

I. Employment Agreement -- Shannon Kendall, Clerk, Recorder, Registrar, Clerk of the Board

Departments: Human Resources, CAO

(Dave Butters, Human Resources Director; Bob Lawton, Acting CAO) - Proposed resolution approving a contract with Shannon Kendall as Clerk/Recorder/ Registrar and Clerk of the Board and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R20-___, approving a contract with Shannon Kendall as Clerk, Recorder, Registrar, Clerk of the Board and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (May 12 to June 30th) is approximately \$25,682 of which \$15,573 is salary and \$10,109 is the cost of benefits and is included in the approved budget. The cost for this position for an entire fiscal year (2020-2021) is approximately \$191,307 of which \$116,004 is salary and \$75,303 is the cost of benefits.

Peters moved; Stump seconded

Vote: 5 yes, 0 no

R20-49

Dave Butters

Bob Lawton, Acting CAO:

- Presented item.

Fiscal Impact announced by Chair Corless.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

There was no public comment.

9. CLOSED SESSION

Closed Session: 11:49 AM

Reconvene: 1:04 PM

Nothing to report out of Closed Session.

A. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

Note:

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B. Closed Session - Public Employment

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

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: United States et al. v. Walker River Irrigation Dist. et al., U.S. District Court of Nevada Case No. 3:73-CV-00127-MMD-WGC.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Cory Zila

- Full comment read by Clerk.

11. REGULAR AGENDA - AFTERNOON

A. County Special Events and the Effect of Covid-19 Directives

(Tony Dublino, Director of Public Works) - Receive presentation on upcoming Special Events within the County, and discuss options for the best approach for implementation, provided COVID-19 directives currently in place.

Action: None.

Tony Dublino:

- Presented item.

Stacey Simon, County Counsel

Brianna Brown, Bridgeport Chamber of Commerce (Bridgeport 4th of July)

Kim Bunn:

- Comment read by clerk.

Moved to item 7f.

B. Scheduling of COVID-19 Board Items

Departments: Board of Supervisors

Discussion of the scheduling of COVID-19 agenda items before the Board.

Action: Consider and provide direction to staff regarding the scheduling of COVID-19 agenda items. Options include, but are not limited to: (1) reserving Tuesday's regular meetings for non-COVID-19 items and holding special meetings on another day of the week devoted solely to COVID-19; (2) scheduling COVID-19 items for Tuesday's regular agenda, and holding special

Note:

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meetings on another day of the week to hear some or all non-COVID-19 items; and (3) scheduling all items for Tuesday's regular meetings.

Chair Corless:

- Introduced item.

Board consensus to have standing Thursday meetings to discuss Covid (Coronavirus) in depth. Tuesdays will have a placeholder to discuss any emergent updates.

12. BOARD MEMBER REPORTS

Supervisor Corless:

- No report.

Supervisor Gardner:

- YARTS meeting. Uncertainty regarding their service. Tioga Road will not open earlier than the 31st.
- Mixed reviews on opening gates at Lundy Canyon and Tioga Road. Will ask Sheriff Braun to be aware that those areas will be open.

Supervisor Kreitz:

- LTC Meeting yesterday. Caltrans intends to open up Highway 120 West gates on the 15th, same day the County plans to open Lundy and Rock Creek.

Supervisor Peters:

- LTC meeting – MOU projects with Kern, Inyo, and Mono; concerns over the future of the MOU itself, and the participation from Kern County.

Supervisor Stump:

- 5-7: Great Basin Unified Air Pollution Control District - District passed its budgets which include funding supplied by DWP to support dust monitoring efforts at both the Owens Dry Lake and Mono Lake. Alpine County Supervisor Haymes reported that the Alpine County Counsel advised against renting the "burn box" they own to other entities so purchase by some entity appears to be the option if using in Mono is desired.
- 5-11: Local Transportation Commission - Unmet transit needs public hearing held. Should complete the process for this year. - YARTS may not run through YNP this year depending on COVID restrictions. - Park staff are working on Hwy 120 with limited staffing. Will accelerate work once seasonal staffing available. Road will not open until facilities along it are also ready. - Ryan Dermady introduced as the new Cal Trans District 9 Director. - MOU between Kern, Mono, and Inyo Counties is expiring. Kern may pull out. Nothing determined yet.

Return to Closed Session: 2:08 PM

Reconvene: 2:20 PM

ADJOURNED at 2:20 PM

ATTEST

STACY CORLESS

Note:

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

CHAIR OF THE BOARD

**SCHEEREEN DEDMAN
SR. DEPUTY CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 19, 2020
Regular

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes of the Board of Supervisors Regular meeting on May 19, 2020.

RECOMMENDED ACTION:

Approve Board Minutes of the Board of Supervisors Regular meeting on May 19, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Draft Mins 05-19-20

History

Time	Who	Approval
6/11/2020 2:37 PM	County Administrative Office	Yes
6/10/2020 11:15 AM	County Counsel	Yes
5/29/2020 1:03 PM	Finance	Yes



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.
Teleconference Only - No Physical Location

**Regular Meeting
May 19, 2020**

Flash Drive	No Recorder
Minute Orders	M20-88 to M20-93
Resolutions	R20-50 to R20-54
Ordinance	ORD20-06 Not Used

9:00 AM Meeting Called to Order by Chair Corless.

Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all attended via teleconference).

Supervisors Absent: None.

All votes were conducted by roll call.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Bob Lawton, Acting CAO:

- All his days filled with meetings, mostly COVID related.

4. DEPARTMENT/COMMISSION REPORTS

Nate Greenberg, IT Director:

- Update on public safety power shutoffs (PSPS)

Note:

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

- There are meetings going on; asked if Board was interested in Nate bringing an item back sometime in June or thereabouts? Consensus: yes.
- Will work on topics.

Alicia Vennos, EDD:

- Yosemite superintendent invited communities to do presentation about park's opening plan; has not been released to general public; gave brief update.

Becky Buccowich:

- Gave update on census activities; response rates remain low as of this past Sunday. With only 12.9% responding in Mono.
- Hoping once COVID restrictions are lifted Mono can do some sort of event to promote participation.
- Per Board, she will bring back another update sometime in June.

Bryan Wheeler (Public Health):

- Doing outreach Monday and Wednesday at various sites in Mono, handing out masks, hand sanitizer and free active COVID testing.

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. Approval of Amended and Restated Great Basin Unified Air Pollution Control District Unification Agreement

Departments: Board of Supervisors

The Great Basin Unified Air Pollution Control District approved updates to its Unification Agreement (the agreement which originally established the District in 1974) and requests that each of the member agencies' governing boards approve the Amended Agreement.

Action: Approve and authorize the Board Chair to sign Amended and Restated Great Basin Unified Air Pollution Control District Unification Agreement.

Gardner moved; Peters seconded

Vote: 5 yes, 0 no

M20-88

B. Consolidation of Elections - Municipal

Departments: Elections

The Mammoth Lakes Town Council has requested that the General Municipal Election be consolidated with the Statewide General Election, and that the Mono County Elections Division conduct the election and canvass the returns.

Action: Adopt Resolution R20-50, Consolidating the General Municipal Election with the Statewide General Election on November 3, 2020, and directing the Mono County Elections Division to conduct the election and canvass the returns.

Gardner moved; Peters seconded

Vote: 5 yes, 0 no

R20-50

C. Contract with California Department of Social Services for Child Welfare Case Reviews

Departments: Social Services

Note:

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

Proposed contract with the California Department of Social Services (CDSS) to conduct Child Welfare Case Reviews and Quality Assurance for Mono County.

Action: Approve County to enter into proposed Agreement with the California Department of Social Services for the provision of statutory continuous, quarterly child welfare case reviews and quality assurance services and authorize the Board Chair to sign on behalf of the County.

Gardner moved; Peters seconded

Vote: 5 yes, 0 no

M20-89

D. Resolution in Support of AB 2340 re: changes to personnel classification

Departments: Sheriff

Proposed resolution R20-___ in Support of AB 2340. The Mono County Sheriff's Office is working with Assembly Member Frank Bigelow on Assembly Bill 2340, which will add the Counties of Del Norte, Mono, and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code. Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency.

Action: Approve Board of Supervisors Resolution R20-51, in support of AB 2340, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

Gardner moved; Peters seconded

Vote: 5 yes, 0 no

R20-51

E. Substance Abuse Block Grant Contract Amendment

Departments: Behavioral Health

Proposed amendment to the Substance Abuse Block Grant (SABG) contract, which is a federal award within the meaning of Title 45, Code of Federal Regulations, Part 75. The contract is a sub-award of the federal award to the California Department of Health Care Services (DHCS).

Action: Approve proposed contract amendment and authorize Robin Roberts to sign the amendment on behalf of the County.

Gardner moved; Peters seconded

Vote: 5 yes, 0 no

M20-90

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. US Fish and Wildlife Letter - Partners Finalize Plans to Protect Pacific Fisher

Note:

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

A letter from the United States Fish and Wildlife Service announcing it will list the Southern Sierra Nevada distinct population segment (DPS) of fisher as endangered under the Endangered Species Act.

Supervisor Stump:

- Gave some brief comments regarding this.

B. CPUC Request for Stakeholder Input on the Wildfire Safety Division's Proposed Strategic Roadmap

A request from the California Public Utilities Commission (CPUC) for stakeholder input on the Wildfire Safety Division (WSD)'s Proposed Strategic Roadmap. The WSD will transition to the California Natural Resources Agency in 2021. Comments are due by close of business on June 30, 2020.

Supervisor Corless:

- Asked Acting CAO to see if there is any desire for Mono to comment on this (by June 1st)?

C. State Water Resources Control Board Order to LADWP Approving Petitions for Temporary Urgency Change of Licenses

State Water Board order approving the Los Angeles Department of Water and Power's (LADWP) petitions for temporary urgency change (TUCP) of licenses 10191 and 10192 (applications 8042 and 8043). LADWP requested authorization to temporarily deviate from Stream Restoration Flow requirements as outlined in the State Water Board's Decision 1631(D-1631) and Order 98-05 for Rush, Lee Vining, Parker, and Walker Creeks and instead follow the Stream Ecosystem Flows (SEFs) in the Draft Amended Licenses 10191 and 10192. The purpose of the renewal of the temporary changes to the flow requirements is to collect another 180 days of flow data, and, in conjunction with the April 16, 2019 and October 22, 2019 TUCPs, test and evaluate the effects on resources from the implementation of the Rush and Lee Vining Creeks SEFs.

Supervisor Stump:

- Made note of concern; Supervisor Kreitz concurred.

D. Application for Alcoholic Beverage License - Flo's Diner

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Florene K. Trainor doing business as Flo's Diner located at 49 Brown Subdivision Rd., Chalfant Valley, CA., 93514.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO

(Bob Lawton, Acting CAO) - An opportunity for Mono County Departments and stakeholders to share Coronavirus-related issues with the Board, to include, but not limited to, an update from Unified Command and the branches of crisis

Note:

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response such as the Public Health Department, Operations /Emergency Services, Community Support, Communications / Public Information, Economic Recovery, and Recreation.

Action: None.

Bob Lawton, Acting CAO:

- There will be a new public health order issued regarding variance/attestation soon.
- Extension will be for Town, not other areas in county.
- Looks to County Counsel regarding including urgency letter in attestation item or not.

The following individuals commented:

Dr. Thomas Boo
Stacy Simon
Alicia Vennos
Frank Frievalt

General Board questions/comments (discussion about opening of fishing and potential emergency ordinance to get private campgrounds opened immediately.

Clerk read written public comments into record submitted by:

Kimberly Sturm
Roxanne Foley
Erinn Wells
Jim Reid
Northern Mono Chamber of Commerce
Hunewill Family
Ashley Blocker
Kristen Spain
Ken Hoffman
Sharon/Malcolm Clark
Vicki/Bruce Boswell
Ron Day
Mark Waller
Anonymous submitter
Brianna Brown, Northern Chamber of Commerce (not read but will be posted)

There was board support to consider the opening of fishing request at Thursday's special meeting.

Break: 11:04 a.m.

Reconvene: 11:15 a.m.

Supervisor Corless:

- Explained reason for urgency item.

MOTION TO ADD URGENCY ITEM

Action: Move that the Board determine that there is a need to take immediate action with respect to the Tuolumne County Letter for all Gateway Counties, that the need for action came to the County's attention subsequent to the agenda being posted and, therefore, that the Board add the item to the agenda"

Authority: Govt. Code §54954.2(b)(2). Note that urgency items may only be added to the agendas of regular meetings, not special meetings.

Note:

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

Corless moves; Stump seconded

Vote: 5 yes; 0 no

M20-91

Action: Approve letter with possible addition of comments related to wildfire danger, and other minor changes.

Stump moved; Gardner seconded

Vote: 5 yes; 0 no

M20-92

Clerk shared screen of DRAFT letter.

Board questions/discussion of letter: concerned about wildfire potential but don't wish to hold letter up.

Stacey Simon, County Counsel:

- Use of "variance" is being used in place of "attestation" process in letter.

B. Civic Center Update

Departments: Public Works

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition County staff from other Mammoth Lakes office locations into the Civic Center as of June 1, 2020.

Action: None.

Tony Dublino:

- Furnishings delivered.
- Certificate of completion expected this week.
- Final commissioning reports beginning tomorrow
- Hoping for Certificate of Occupancy by early next week.

Nate Greenberg:

- Walk through of Sierra Center Mall last Friday – space is overall vacant; gave update on process and what is left.

General Board comments/discussion/questions

Stacey Simon, County Counsel:

- Beth Cohen suggested there is going to be a lot of angst coming out of COVID-19 crisis and the new building. A task force has been formed around that.

C. Adopt-A-Trail Update

Departments: Public Works

(Matt Paruolo, Eastern Sierra Sustainable Recreation Coordinator) - A presentation of the Adopt-a-Trail Program to be implemented by Eastern Sierra Sustainable Recreation Coordinator, on Inyo National Forest lands within Mono County.

Action: None.

Note:

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Matt Paruolo (Eastern Sierra Sustainable Recreation):

- Thanked Board for professionalism in COVID crisis.
- Gave update of the Adopt-a-Trail program.
- Asked Board for any questions.
- Also gave update on opening of restroom facilities; about where porta-potties need to be placed.
- How are facilities chosen? Question of priorities.
- How much funding is available?

The following individuals spoke:

Tony Dublino
Bob Lawton

Board comments/questions/concerns

D. MOU Between Mono County and Inyo National Forest and Recreation Update

Departments: Public Works

(Tony Dublino, Director of Public Works; Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator) - Review and potentially adopt a Memorandum of Understanding (MOU) between Mono County and the United States Forest Service (USFS). The Agreement is intended to enhance cooperation and coordination on efforts of mutual benefit to the Forest and the County. Provide update on spring/summer 2020 recreation support efforts, including placement of temporary toilets and hand washing stations.

Action: Approve the County's entrance into the MOU.

Gardner moved; Peters seconded

Vote: 4 yes, 1 no (Kreitz)

M20-93

Matt Paruolo (Eastern Sierra Sustainable Recreation Coordinator):

- Language used in MOU is standard federal language.
- Purpose is document some of what Mono County is already contributing.

General Board Questions/Discussion

E. 2020 Maintained Mileage

Departments: Public Works - Roads

(Kevin Julian) - Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

Action: Adopt proposed resolution R20-52, specifying additions and/or exclusions to the maintained mileage within the County road system and establishing maintained mileage for fiscal year 2020-2021.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

R20-52

Kevin Julian :

- Introduced item; explained recommend action.

Note:

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

F. Emergency Management Preparedness Grant Appointment

Departments: CAO

(Nate Greenberg) - Proposed resolution authorizing the County Administrative Officer or the Director of Information Technology as designated by the County Administrative Officer, with approval as to form by County Counsel where written approval is required, to execute any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Emergency Management Preparedness Grant.

Action: Adopt proposed resolution R20-53, authorizing the County Administrative Officer or the Director of Information Technology as designated by the County Administrative Officer, to execute any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Emergency Management Preparedness Grant.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

R20-53

Nate Greenberg (IT Director):

- Introduced item; explained recommended action.

Stacey Simon gave brief comments.

G. Tourism Marketing Reserve Fund Policy

Departments: Economic Development

(Alicia Vennos) - Proposed resolution establishing the Tourism Marketing Reserve Fund Policy.

Action: Adopt proposed resolution R20-54, establishing the Tourism Marketing Reserve Fund Policy.

Kreitz moved; Peters seconded

Vote: 5 yes, 0 no

R20-54

Alicia Vennos (EDD):

- Gave summary about this item and the tourism budget.
- Explained reasons for needing to use reserve fund.

Janet Dutcher:

- Answered various questions.
- Explained this is more of a policy document.

General Board questions/discussion

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

There was no public comment.

9. CLOSED SESSION

Closed Session: 1:05 p.m.

Note:

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

Reconvene: 3:05 p.m., then called Special Meeting to Order, then returned to Regular Session

There was nothing to report out of closed session.

A. Closed Session - Exposure to Litigation

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

B. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

C. Closed Session - Public Employment

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

11. REGULAR AGENDA - AFTERNOON

A. Scheduling of the Tioga Inn Specific Plan Amendment #3 Project During COVID-19 Restrictions

Departments: CDD

(Wendy Sugimura) - Discuss scheduling a specific date for a public hearing before the Board of Supervisors to consider the Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report, and whether to provide for direct public comment to the Board.

Action: None.

Item started at 4:22 p.m.

Chair Corless excused herself due to conflict of interest.

Wendy Sugimura:

- Introduced item.

Note:

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- Discussion about scheduling: too difficult before week of June 8th; the applicant is unavailable from the 11th to the 21st.
- Spoke about some various June/July dates.
- Discussion about venues.

General Board Comments/Discussion

Stacey Simon (County Counsel) provided brief comments.

Board Clerk read written public comments into the record submitted by:

- Duncan King
- Bartsch Miller

12. BOARD MEMBER REPORTS taken at 12:51 p.m.

Supervisor Corless:

- 5/13 - Yosemite multi-agency coordination team weekly meeting
- 5/14 - RCRC leadership call discussing COVID-19 response
- 5/15 - Eastern Sierra Council of Governments. meeting: approved administrative actions on budget, conflict of interest; discussed member agency's COVID-19 responses.

Supervisor Gardner:

- Participated in the Mono Basin RPAC meeting last Wednesday evening. The topics covered included updates from the Inyo National Forest and the Mono Basin Fire Safe Council, a presentation about potential County hemp regulation, and the current COVID-19 crisis.
- On Friday the 15th participated in the Eastern Sierra Council of Governments meeting. Most of the discussion during that meeting concerned updates on each jurisdiction's COVID-19 activities. Also approved selected items pertaining to administrative support for establishment of the ESCOG as a Joint Powers Authority.
- On Monday the 18th participated in a meeting with the Yosemite Supt. about their proposed opening plans.

Supervisor Kreitz:

- May 13th attended the Continuum of Care meeting. IMACA in collaboration with the City of Bishop, Inyo County, and the property owner of the property on Main Street has opened a shelter in place safe camping space for those living in their cars. Many services are provided such as monitoring, showers at the Bishop City Pool, laundry service and bathrooms. This is a compassionate effort to keep those people without homes safe during this pandemic.
- The Birch Creek Condominium that Mono County sold to IMACA for transitional housing is going to be occupied shortly. And there are hotels rooms available in Mammoth through the Room Key program for homeless individuals looking for a safe place to shelter. Contact IMACA for more information. The Point in Time Count figures are in and Mono County had 61 homeless people as of January 2020. This is a decrease from the prior year.
- Later, on May 13th, attended the NACo Community, Economic and Workforce Development Committee meeting. We received an update on the \$3 trillion HEROS Act introduced in the House. This includes direct allocations to counties for increased spending due to COVID19.
- Also, on May 13th, participated in the Mono County Census Committee meeting. The group is strategizing ways to get more people in Mono and Mammoth Lakes to participate in the 2020 Census. Right now, our numbers are the worst in the state for response to the Census.
- After the Census Committee meeting, attended the Town of Mammoth Lakes Planning and Economic Development Commission meeting. The Commission received an update on COVID19 and then approved a Planned Unit Development (PUD) tentative

Note:

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

map in my district for 6 units. The PUD is the first project to utilize the new Town Density Bonus Program.

- Back on May 6th, attended the MLH Board meeting - there are lots of programs available - affordable condos for sale, down payment assistance, rental assistance, and more www.mammothlakeshousing.org.

Supervisor Peters:

- Recently attended a Bridgeport RPAC meeting where the PUD came and gave report on long anticipated arsenic plan; they have secured a \$4 million grant.
- Announcement of new "PUB" opening in Bridgeport, exciting.
- Most of his time has been spent trying to keep up with COVID conversation.
- Wanted to acknowledge that our faith-based community has not been front and center on COVID conversations but are interesting in reinstatement their services.
- Thanked acting CAO Lawton who has really stepped up; and all Mono County staff – they are all essential, not a strong enough word. Feels staff has been answering calls night and day and behind the scenes.

Supervisor Stump:

- 5-14 : Attended the Owens Valley Groundwater Authority Meeting - Authority approved the addition of two new "parties of interest". They are the Lone Pine Tribe and the Owens Valley Committee. The Meadowcreek Mutual Water Company may join. - A refund of around \$9000 was sent to Mono County as a result of the withdrawal of the Tri Valley Water Commission and the Wheeler Crest Community Services District. - The Consultant presented the draft Communications Plan and a progress report on the development of the Groundwater Sustainability Plan.
- 5-18 : Zoomed into the Lower Rock Creek Mutual Water Company Board of Directors meeting. That Water Company supports the Community of Paradise. He may be asking for BOS support for a letter to DWP supporting the Water Company's continuing access on a short section of road on DWP land to occasionally reach their infrastructure.

Adjourn at 3:05 p.m. to Special meeting
Reconvene Regular Meeting: 4:22 p.m.

ADJOURN

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

SHANNON KENDALL
CLERK OF THE BOARD

Note:

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 19, 2020
Special

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board Minutes of the Board of Supervisors Special Meeting on May 19, 2020.

RECOMMENDED ACTION:

Approve Board Minutes of the Board of Supervisors Special Meeting on May 19, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Sp Mins 05-19-20](#)

History

Time	Who	Approval
6/11/2020 2:37 PM	County Administrative Office	Yes
6/10/2020 11:16 AM	County Counsel	Yes
5/29/2020 1:03 PM	Finance	Yes



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Teleconference Only - No Physical Location

**Special Meeting
May 19, 2020**

Flash Drive	No Recorder
Minute Orders	M20-94
Resolutions	R20-55 Not Used
Ordinance	ORD20-06 Not Used

3:15 PM Meeting Called to Order by Chair Corless.

Pledge of Allegiance led by Supervisor Corless.

Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all attended via teleconference).

Supervisors Absent: None.

All votes were conducted by roll call.

**The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link:
<http://www.monocounty.ca.gov/meetings>.**

- 1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**
The following individuals addressed the Board by raising hands in the Zoom Webinar:
- Dyana Kelley

2. AGENDA ITEMS

A. Support for Health Officer Attestation of Readiness to Advance through Stage 2

Departments: CAO and Public Health

(Robert Lawton) - Letter of support for attestation of Public Health Officer Dr. Tom Boo that Mono County (or potentially the

Note:

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

unincorporated area only) is ready to advance further into Stage 2 of California's Roadmap to Recovery and Variance Request.

Action: Approve proposed letter (as drafted) by the Board and authorize the Chair to sign.

Gardner moved; Peters seconded

Vote: 5 yes; 0 no

M20-94

Bob Lawton, Acting CAO:

- Introduced item and explained concept behind proposed draft letter.

The following individuals spoke:

Dr. Thomas Boo
Frank Frievalt
Dr. Burrows (Mammoth Hospital)
Stacey Simon (County Counsel)
Dan Holler

Chair Corless:

- Read proposed draft letter into record.

General Board Comments/Discussion

The following people addressed the Board during Public Comment via Zoom Webinar:

- Stephen Kalish
- Claudia
- Michelle
- Ken Hoffman
- Ron Day
- Tim Banta
- Tim Sullivan
- Amanda Spencer
- Karrah Spitznagel
- Dyana Kelley

ADJOURN 4:18 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK OF THE BOARD**

Note:

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: CAO, Finance

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Recommended Budget as the
Temporary Budget for FY 2020-2021

AGENDA DESCRIPTION:

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

Adopt resolution approving a recommended budget as the temporary budget for Fiscal Year 2020-2021 to spend until budget hearings are held and the Board adopts the final budget for the coming fiscal year.

RECOMMENDED ACTION:

Adopt proposed resolution R20-____, approving the recommended budget as the temporary budget until Fiscal Year 2020-2021 budget is adopted, including appropriations of \$77,932,760. Provide any desired direction to staff.

FISCAL IMPACT:

The total fiscal impact is \$77,932,760, including \$38,056,464 of General fund and \$39,876,296 of Non-General Fund expenditures.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Resolution
Schedule of Appropriations - FY 2020-2021 Temporary Budget

History

Time

Who

Approval

6/11/2020 2:38 PM	County Administrative Office	Yes
6/10/2020 6:14 PM	County Counsel	Yes
6/11/2020 2:25 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

Date: June 16, 2020

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Subject: Requested (Temporary) Budget for Fiscal Year 2020-2021

Action Requested:

Adopt proposed resolution #R20-____, approving the recommended budget for Fiscal Year 2020-2021, including appropriations of \$77,932,760.

Discussion:

Government Code 29000 et seq. is known as the County Budget Act and describes the procedures and timelines required for development and adoption of the County's annual budget. Section 29064(a) states that "on or before June 30 of each year the Board, by formal action, shall approve the recommended budget, including the revisions it deems necessary for the purpose of having authority to spend until the budget is adopted." This Government Code section in conjunction with Government Code 29140 provides an opportunity to adopt a temporary budget based on the prior year's budget, excluding fixed assets and operating transfers.

On February 4, staff recommended, and your Board approved, delaying next year's budget process beyond June 30 to allow more time to articulate the most effective workplan and budget, and to obtain further input and build consensus among all stakeholders. In response to uncertainty and staff redirection brought on because of the COVID-19 pandemic public health emergency, the adoption of the FY 2020-21 recommended budget has been delayed to September 22, 2020. Because the budget process is delayed, CAO and Finance recommend approval of this recommended, but temporary, budget consisting of the County's Fiscal Year 2019-2020 budget, as amended as of May 31, 2020, but excluding appropriations for operating transfers and expended fixed assets.

Adoption of this temporary budget will provide sufficient spending authority to continue County operations until the final budget is adopted no later than October 2nd by Resolution of the Board of Supervisors.

Fiscal Impact:

The total fiscal impact is \$77,932,760, including \$38,056,464 of General Fund and \$39,876,296 of Non-General Fund expenditures.



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
APPROVING A RECOMMENDED BUDGET
AS THE TEMPORARY BUDGET
FOR FISCAL YEAR 2020-2021 UNTIL SUCH TIME
AS THE 2020-21 BUDGET IS ADOPTED**

WHEREAS, the Board has adopted, on a permanent basis, the procedure prescribed by Government Code section 29000 et seq. regarding creation of a recommended budget; and

WHEREAS, the County desires to use a temporary budget appropriation as its recommended budget to operate from July 1, 2020, until a final budget for Fiscal Year 2020-2021 is adopted;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that: a recommended budget for Fiscal Year 2020-2021 is approved in the amount of seventy seven million, nine hundred thirty two thousand, seven hundred sixty dollars (\$77,932,760), which is the budget for Fiscal 2019-2020, as amended, less the appropriations for operating transfers and expended fixed assets.

BE IT FURTHER RESOLVED that the recommended budget hereby approved shall remain in effect until the Fiscal Year 2020-2021 budget is adopted by the Board.

PASSED, APPROVED and ADOPTED this 16th day of June 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

FUND NAME	2019-20 Actuals CYTD	2019-20 Revised Budget	2020-21 Temporary Budget Proposed
General Fund	\$ 33,567,560	\$ 41,048,651	\$ 38,056,464
General Reserve Fund	500,000	500,000	-
Fish Enhancement	52,229	103,737	103,737
Conway Ranch	72,889	95,651	77,651
Fish And Game Fine Fund	-	30,600	30,600
Tourism Commission	192,642	361,410	361,410
CalMmet and MJ Grants (DA)	10,406	139,000	132,600
Geothermal	101,570	214,580	214,580
Geothermal Royalties	75,006	122,400	107,400
Community Support Programs	49,660	93,017	93,017
Social Services	4,390,414	6,167,836	6,067,836
Employers Training Resource	23,684	129,662	129,662
DSS-Wraparound (Foster Care)	-	127,529	73,905
DSS-Birth Cert Children's Trust Fund	19,653	31,000	31,000
DSS 2011 Realignment	175,418	971,740	242,935
DSS 1991 Realignment	293,333	1,536,655	384,164
Behavioral Health	1,727,959	2,391,920	2,391,920
Behavior Health - Mental Health Services Act	1,112,844	4,487,453	4,487,453
BHS 2011 Realignment	-	356,542	125,000
Public Health	2,391,525	2,877,854	2,792,856
Public Health Education (Tobacco)	207,333	427,606	427,606
Bio-Terrorism - Public Health	235,131	355,673	355,673
Homeland Security Grant Program	81,105	89,221	89,221
OHV - Off-Highway Vehicle Fund	29,509	64,554	64,554
Court Security 2011 Realignment	263,838	471,834	117,959
Medication Assisted Treatment (MAT) Grant	-	91,925	91,925
CASp (Certified Access Specialist Program)	3,691	5,000	5,000
Economic Stabilization	555,000	555,000	-
DA Pre-Diversion Program Fund	5,500	8,000	-
Law Library	-	13,150	13,150
County Service Area #1 Crowley	36,214	174,594	124,594
County Service Area #2 Benton	1,313	44,300	44,300
County Service Area #5 Bridgeport	182,160	483,000	326,849
Zones of Benefit	19,223	64,400	64,400
Public Safety Power Shutoff (PSPS)	49,388	153,512	153,512
Disaster Assistance	193,972	864,470	306,028
Road Fund	3,126,163	4,476,664	4,376,664
Road Fund - State & Federal Construction Fun	1,783,755	5,168,370	3,384,615
Home/CDBG Fund	156,468	900,000	900,000
Comm Dev Grants Fund	112,470	370,000	370,000

FUND NAME	2019-20 Actuals CYTD	2019-20 Revised Budget	2020-21 Temporary Budget Proposed
Affordable Housing	27,142	73,502	61,999
Capital Improvement Projects	131,845	428,000	296,655
Accumulated Capital Outlay	100,386	150,000	-
Criminal Justice Facility	-	26,909,863	359,863
Civic Center Facilities Project	14,353,782	20,111,114	1,628,596
Debt Service Fund	591	153,367	153,367
Airport Enterprise Fund	25,114	41,876	41,876
Campground Enterprise Fund	19,852	44,900	44,900
Cemetery Enterprise Fund	16,111	31,163	31,163
Solid Waste Enterprise Fund	2,540,757	3,170,503	3,169,773
Solid Waste Special Revenue (Parcel Fees)	500,000	680,000	-
Motor Pool	1,798,652	2,187,197	1,118,597
Insurance Internal Service Fund	2,071,576	2,159,347	2,159,347
Computer Replacement Pool	386,883	474,252	433,283
Copier Pool	65,542	123,682	120,400
Workforce Development	58,521	130,000	130,000
Probation CCP 2011 Realignment	416,659	885,720	560,720
Probation YOBG 2011 Realignment	12,147	117,000	117,000
Probation SB678 Performance Incentive	13,721	208,217	108,217
Probation JJCPA 2011 Realignment	-	37,434	37,434
Probation PRCS 2011 Realignment	-	10,250	10,250
Probation BSCC 2011 Realignment	-	100,000	-
Juvenile Activities	7,894	10,780	10,780
Probation-Drug Court Enhancement Grant	40,747	125,000	125,000
DA Narcotic Forfeiture	-	84,500	75,000
Inmate Welfare Trust	26,485	18,300	18,300
Grand Total	\$ 74,413,432	\$ 135,034,477	\$ 77,932,760
General Fund	\$ 33,567,560	\$ 41,048,651	\$ 38,056,464
Non-General Fund	40,845,872	93,985,826	39,876,296
	\$ 74,413,432	\$ 135,034,477	\$ 77,932,760



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Risk Management

TIME REQUIRED

SUBJECT Amendment of CSAC Excess
Insurance Authority Joint Powers
Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The JPA amendment summary: CSAC Excess Insurance Authority (EIA) is proposing to change its name to Public Risk Innovation, Solutions, and Management (otherwise known as PRISM). Remove the provision that county members must maintain their membership in CSAC. Update the JPA agreement to coincide with current practices and the future vision of the organization.

RECOMMENDED ACTION:

Adopt the proposed resolution R20-___, To amend the CSAC Excess Insurance Authority Joint Powers Agreement. Authorize the County's primary and alternate Board Member, the CAO and Risk Manager respectively, to execute the amended Joint Powers Agreement.

FISCAL IMPACT:

None

CONTACT NAME: Jay Sloane

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

SEND COPIES TO:

Jay Sloane

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report JPA agreement
Resolution
JPA Summary of Redline
JPA Agreement Final Redline

History

Time	Who	Approval
6/11/2020 2:36 PM	County Administrative Office	Yes
6/10/2020 11:08 AM	County Counsel	Yes
5/14/2020 8:55 AM	Finance	Yes



COUNTY OF MONO

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

To: Board of Supervisors
From: Jay Sloane, Risk Manager
Date: 5/19/2020

Subject

Amendment of CSAC Excess Insurance Authority Joint Powers Agreement

Recommendation

Adopt the proposed resolution to amend the CSAC Excess Insurance Authority Joint Powers Agreement.

Authorize the County's primary and alternate Board Member, the CAO and Risk Manager respectively, to execute the amended Joint Powers Agreement.

Discussion

CSAC Excess Insurance Authority (EIA) is proposing to change its name to Public Risk Innovation, Solutions, and Management (otherwise known as PRISM). The consideration of a name change came at the request of CSAC (California State Association of Counties) due to the on-going confusion over the fact that CSAC EIA and CSAC are two completely separate entities. There is additional confusion in the CSAC EIA name as it relates to our current identity. The EIA offers multiple primary and excess programs and is no longer singularly focused on "excess" programs.

The EIA Executive Committee approved moving forward with a name change and staff and a sub-committee of Executive Committee members were tasked with coming up with a new name. Some points that were at the forefront of the discussions regarding a new name include: (1) removing confusion by eliminating "CSAC," "Excess," and "Insurance" from our name; and (2) taking California out of the name since the organization is poised to expand its programs and services to public agencies across the nation. The new name – Public Risk Innovations, Solutions, and Management (PRISM) will support the organization's current and future identity as one of the largest, most successful member-directed risk sharing pools in the nation.

The main purpose of the proposed JPA Amendment is to substitute the new name for the old one throughout the document. One other notable change is that the provision that county members must maintain their membership in CSAC is being removed. This will help the organization create a unique identity apart from CSAC. The removal of this requirement does not affect the governance of the EIA in any way. The EIA's relationship with CSAC is very good and its desire is to continue to foster a very strong and collaborative relationship with CSAC going forward. CSAC is aware of this proposed change and has not expressed any concern over it.

Since the JPA Agreement was being amended to address the name change and removal of the CSAC membership requirement, the EIA has also made some other amendments to the Agreement to "clean up" the document to coincide with current practices and the future vision of the organization.

Fiscal Impact

None.

Attached

JPA Amendment Redlines

JPA Summary of Redlines

JPA Resolution



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS**

WHEREAS, Mono County is a voting member of CSAC Excess Insurance Authority (CSAC EIA) Insurance Programs an CSAC EIA has proposed amendments to the Joint Powers Authority Agreement; and

WHEREAS, the majority of the proposed changes to the Agreement are to reflect the organization's change of its name from CSAC Excess Insurance Authority to Public Risk Innovation, Solutions, and Management, otherwise known as PRISM; and

WHEREAS, the proposed amendments are an amendment to an existing JPA (CSAC EIA), the existing JPA is not being "rescinded or terminated", and the parties to the amended agreement are not entering into an agreement to create a new joint powers agency.

WHEREAS, another change eliminates the provision that if a member County terminates its membership in CSAC, then it shall be considered to have withdrawn as a party to the JPA Agreement and its membership in CSAC EIA cancelled; and

WHEREAS, additional changes to the Agreement have been made to conform to the current business operations and to clean up the document;

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

1. **SECTION ONE:** The Board of Supervisors approves the amendments to the Joint Powers Agreement.
2. **SECTION TWO:** The Board of Supervisors authorizes the County's primary and/or alternate EIA Board Member to execute the amended Joint Powers Agreement.

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

AYES:

NOES:

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ABSENT:

ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**CSAC Excess Insurance Authority
Summary of Proposed Redline Changes
Joint Powers Agreement
March 2020**

Background/Reasons for the Name Change from CSAC Excess Insurance Authority to Public Risk Innovation, Solutions, and Management

The recommendation to change our name came at our strategic planning retreat in mid- November. The consideration of a name change came at the request of CSAC (California State Association of Counties) due to the on-going confusion over the fact that CSAC EIA and CSAC are two completely separate entities. There is additional confusion in the CSAC EIA name as it relates to our current identity. The EIA offers multiple primary and excess programs and is no longer singularly focused on “excess” programs. The EIA is not an insurance company and does not provide “insurance” from a technical standpoint.

We have determined that we should take this opportunity to undertake a complete rebranding of the EIA. We want to remove the confusion by eliminating “CSAC,” “Excess,” and “Insurance” from our name. We also do not want to emphasize “California” in our new name since we are poised to expand our programs and services to public agencies across the nation. The new name – Public Risk Innovation, Solutions, and Management (PRISM) will support our current and future identity as one of the largest, most successful member-directed risk sharing pools in the nation.

In light of the fact that our goal is to create a unique identity apart from CSAC, we determined that it is appropriate to remove the provision that county members must maintain their membership in CSAC. As the decision to remove this requirement was being made, it was noted that our relationship with CSAC is very good and our desire is to continue to foster a very strong and collaborative relationship with CSAC going forward. The removal of this requirement does not affect the governance of the organization in any way.

Amendments

Changes relating to the name change and relationship to CSAC:

- The name CSAC Excess Insurance Authority is changed to Public Risk Innovation, Solutions, and Management, otherwise known as PRISM. The new name is inserted in place of the old name throughout the document.
- Article 17(h), which is the requirement for county members to maintain their membership in CSAC, is deleted. Article 21(d) is also deleted as that provision stated that if a member county terminates its membership in CSAC, then it shall be considered to have withdrawn as a party to the JPA. In addition, the definition of “Member County” and “Member Public Entity” have been modified.

Miscellaneous changes relating to clean up items and changes to coincide with our current practices and future vision (all references to page numbers below refer to the attached redline version of the document):

The PRISM Board of Directors is now consistently referred to throughout the document as the Board of Directors, whereas the prior version of the Agreement contained references to both the Board of Directors and the Board.

References to a program's governing committee or program MOU have been inserted throughout recognizing the authority of program governing committees to govern their own programs as specified in various MOUs. These insertions are in the definition of Insurance Program, Article 14, Article 18, Article 21, and Article 22.

Page 2, Definition of "Insurance Program" – clarifies that the term refers to a major program.

Page 2, Definition of "Miscellaneous Program" – New definition to define these additional programs that are available to members.

Page 2, Definitions of "Member County" and "Member Public Entity" – For National Expansion purposes, references to California have been added to the definitions of "Member County" and "Member Public Entity."

Page 5, Article 6(g) – This subsection is added to clarify that non-member entities may participate in Miscellaneous Programs (a current practice) and that risk management services can be provided to out-of-state participants in a PRISM program.

Page 7, Article 8(d) – To conform to current practices, the last sentence that says committees that are not comprised of a majority of board members may only function in an advisory capacity has been removed. Most of the committees are not currently comprised of a majority of Board members. The Claims Review Committee ("CRC") is an exception, and the Executive Committee has been mindful to ensure that a majority of the CRC members are either Board or Alternate Board members.

Page 9, Article 13 – This Article has been modified to fit the PRISM current staffing model. When established in 1979, the JPA broadly referenced both Government Code 6505.5 and 6505.6 for Treasurer and Auditor duties. Government Code 6505.5 provides for Treasurer/Auditor services to be provided by a member entity and 6505.6 allows these services to be provided by in-house staff. For many years now, PRISM has operated in accordance with Government Code 6505.6 and the amendments reflect the in-house model provided for in Government Code 6505.6. Currently, the CEO is designated as the Treasurer and Secretary via the CEO contract. The proposed amendment will designate the CFO as the Treasurer and Auditor and the CEO as the Secretary. The amended Article provides that the CEO serves at the pleasure of the Board, the Board designates the CFO as Treasurer/Auditor, but the CFO serves at the pleasure of the CEO.

Pages 10-11, Article 14(b)(1), (c), (d), and Page 14, Article 17(e) - References to program development charges have been removed since the Board eliminated these charges two years ago.

Page 13, Article 15(c) – The amendment changes the timeframe in which the Auditor’s Report will be done from 120 to 180 days to more accurately reflect the length of time it takes for auditors to complete the audit. (The Government Code provides up to 12 months).

Page 13, Article 16(b) – This subsection is modified to refer to Government Code 6505.6 because that reflects the current PRISM staffing model. Subsection (b)(4) is deleted because it was required under Government Code Section 6505.5, but is not required when the staffing is done in conjunction with Government Code Section 6505.6.

Page 14, Article 17(c) – The term "safety," which relates mostly to workers’ compensation, has been changed to “risk control” to denote its broad application.

Page 15, Article 18(c) – The various Program Memorandums of Coverage (“MOC”) typically include a provision that states when members must provide PRISM with notice of a claim. Accordingly, this provision of the Agreement is expanded to reflect the fact that members shall give notice in accordance with the Bylaws and the Program MOCs.

Page 16, Article 21(b) and Page 17, Article 22(b) – Cancellation provisions are often included in the various Program Memorandums of Understanding (MOU) so these sections are amended to reflect that fact.

Page 17, Article 22(d) – Two typographical errors are corrected. Specifically, “...those members which who.....” is changed to “...those members that ...” and “...county’s participation...” is changed to “...member’s participation....”

Page 19, Article 27 – At a member’s suggestion during the review and comment process, this article is amended to allow the Executive Committee to make non-substantive, clerical amendments to the Agreement without the need to obtain Board approval.

Pages 19 and 20 – Article 27 is titled “Amendment” and Article 30 is titled “Effective Date of Amendments.” As these subjects are connected to each other, Article 30 is moved to Article 28 so that the two provisions are together in the Agreement. Accordingly, current Article 28 becomes Article 29 and current Article 29 becomes Article 30.



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
[Amended: June 30, 2020](#)

JOINT POWERS AGREEMENT

CREATING PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT ~~THE CSAC EXCESS~~ ~~INSURANCE AUTHORITY~~

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. ~~The Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as~~ CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. ~~All such~~ California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, [collectively "members"] shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

"**CSAC**" shall mean the County Supervisors Association of California, dba California State Association of Counties.

~~"Authority" shall mean the CSAC Excess Insurance Authority created by this Agreement.~~

"**Board of Directors**" or "**Board**" shall mean the governing body of ~~the Authority~~PRISM.

"**Claim**" shall mean a claim made against a member arising out of an occurrence which is covered by an excess or primary insurance program of ~~PRISMthe Authority~~ in which the member is a participant.

"**Executive Committee**" shall mean the Executive Committee of the Board of Directors of ~~PRISMthe Authority~~.

"**Fiscal year**" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of ~~PRISMthe Authority~~.

"**Government Code**" shall mean the California Government Code.

"**Insurance program**" or "**program**" shall mean a program which has been designated as a major program of ~~PRISM the Authority~~ under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, ~~or the Executive Committee, or a program's governing committee~~ may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"**Joint powers law**" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"**Loss**" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of ~~PRISM the Authority~~ in which the member is a participant.

"**Member county**" shall mean any county in the State of California which ~~, through the membership of its supervisors in CSAC,~~ has executed this Agreement and become a member of ~~PRISM the Authority~~. "Member county" shall also include those entities or other bodies set forth in Article 3 (c).

"**Member Public Entity**" shall mean any California public entity which is not a California county ~~which does not maintain a membership in CSAC,~~ which has executed this Agreement and become a member of ~~PRISMthe Authority~~, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

_____ **"Occurrence"** shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM~~the Authority~~ pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISM~~the Authority~~ pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member which is retained as a liability or potential liability of the member and is not subject to payment by PRISM~~the Authority~~.

"Reinsurance" shall mean insurance purchased by PRISM~~the Authority~~ as part of an insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3 PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party

from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of providing insurance coverage under any program of PRISM~~the Authority~~, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM~~the Authority~~.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4 TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5 CREATION OF ~~THE AUTHORITY~~PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as ~~the~~Public Risk Innovations, Solutions, and Management ("PRISM")~~CSAC Excess Insurance Authority~~, with such powers as are hereinafter set forth.

ARTICLE 6

POWERS OF ~~THE AUTHORITY~~PRISM

PRISM~~The Authority~~ shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (hg) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

**ARTICLE 7
BOARD OF DIRECTORS**

PRISM~~The Authority~~ shall be governed by the Board of Directors, which shall be composed as follows:

~~()~~ a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.

~~()~~ b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public entity member, and upon

termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

—(c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of ~~PRISM~~the Authority's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves which Board of Directors member shall vote. Should they be unable to decide, the President of ~~PRISM~~the Authority shall determine which director(s) shall vote.

ARTICLE 8

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board of Directors shall exercise all powers and conduct all business of ~~PRISM~~the Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may

discharge any powers or duties of the Board of Directors except adoption of PRISM~~the Authority's~~ annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM~~the Authority~~. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors. ~~;~~ ~~provided that the Board may delegate its powers and duties only to a committee of the Board composed of a majority of Board members and/or alternate members. Any committee which is not composed of a majority of Board members and/or alternate members may function only in an advisory capacity.~~

(e) The Board of Directors shall elect the officers of PRISM~~the Authority~~ and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM~~the Authority~~. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM~~the Authority~~, including all provisions for reinsurance and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM~~the Authority~~ and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISM~~the Authority~~, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors may require that PRISM~~the Authority~~ review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM~~the Authority~~. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities which have contributed to such fund.

(o) The Board [of Directors](#) shall have such other powers and duties as are reasonably necessary to carry out the purposes of [PRISM](#)~~the Authority~~.

ARTICLE 9 MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board [of Directors](#) shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of [PRISM](#)~~the Authority~~ shall provide for the keeping of minutes of regular and special meetings of the Board [of Directors](#), and shall provide a copy of the minutes to each member of the Board [of Directors](#) at the next scheduled meeting.

(c) All meetings of the Board [of Directors](#), the Executive Committee and such committees as established by the Board [of Directors](#) pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board [of Directors](#) and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board [of Directors](#) which shall consist of eleven members: the President and Vice President of the Board [of Directors](#), and nine members elected by the Board [of Directors](#) from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of [PRISM](#)~~the Authority~~.

The Executive Committee shall conduct the business of [PRISM](#)~~the Authority~~ between meetings of the Board [of Directors](#), exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM~~the Authority~~. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13 STAFF

(a) **Principal Staff.** The ~~following staff members shall be appointed by and serve at the pleasure of the Board of Directors:~~

~~(1) Chief Executive Officer.~~ The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM~~the Authority~~, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM~~the Authority~~ and shall perform such other duties as are assigned by the Board and Executive Committee.

~~(2) Treasurer and Auditor.~~ Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer ~~The duties of the Treasurer are set forth in Article 16 of this Agreement. Pursuant to Government Code Section 6505.5, the Treasurer shall be the county treasurer of a member county of the Authority, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Treasurer, who shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.~~

~~(3) Auditor.~~ The Auditor shall draw warrants to pay demands against the Authority when approved by the Treasurer. Pursuant to Government Code Section 6505.5, the Auditor shall be the Auditor of the county from which the Treasurer is appointed by the Board under (2) above, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Auditor, who shall comply with the provisions of Government Code Section 6505.5 (a-d).

~~(b) Charges for Treasurer and Auditor Services. Pursuant to Government Code Section 6505, the charges to the Authority for the services of Treasurer and Auditor shall be determined by the board of supervisors of the member county from which such staff members are appointed.~~

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM~~the Authority~~.

**ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

(a) **Program Coverage.** Insurance programs of PRISM~~the Authority~~ may provide coverage, including excess insurance coverage for:

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;
- (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and PRISMAuthority Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM~~the Authority~~, hereinafter called PRISMAuthority general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISMAuthority general expense to those members which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

~~(1) Development Charge. Development costs of an insurance program shall be funded by a development charge, as established by the Board of Directors. The development charge shall be paid by each participant in the program following the program's adoption by the Board. Development costs are those costs actually incurred by the Authority in developing a program for review and adoption by the Board of Directors, including but not limited to: research, feasibility studies, information and liaison work among participants, preparation and review of documents, and actuarial and~~

~~risk management consulting services. The development charge may also include a share of Authority general expenses, as allocated to the program development function.~~

~~_____ The development charge shall be billed by the Authority to all participants in the program upon establishment of the program and shall be payable in accordance with the Authority's invoice and payment policy.~~

~~Upon the conclusion of program development: any deficiency in development funds shall be billed to all participants which have paid the development charge, on a pro-rata or other equitable basis, as determined by the Board; any surplus in such funds shall be transferred into the Authority's general expense funds.~~

(12) Annual Premium. Except as provided in **(23)** below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM~~the Authority~~ with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM~~Authority~~ general expense allocated to the program by the Board of Directors.

(23) Premium Surcharge

(i) If PRISM~~the Authority~~ experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

(ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.

(iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM~~the Authority~~ notifies the governing body of each participating member in writing of its recommendations regarding its intent to

assess a premium surcharge and the amount recommended to be assessed each member. PRISM~~The Authority~~ shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

(iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM~~the Authority~~ shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, ~~program development costs~~, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the ~~Board~~ of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

~~As a condition of late entry, the member shall pay the development charge for the program, as adjusted at the conclusion of the development period, but not subject to further adjustment, and also any costs incurred by the Authority in analyzing the member's loss data and determining its annual premium as of the time of entry.~~

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, aAny county or public entity that is a member of an insurance program of PRISM~~the Authority~~ who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15 ACCOUNTS AND RECORDS

(a) **Annual Budget.** PRISM~~The Authority~~ shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM~~the Authority~~.

(b) **Funds and Accounts.** The Auditor of ~~PRISM~~the Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by ~~PRISM~~the Authority. Books and records of ~~PRISM~~the Authority in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

~~PRISM~~The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **Auditor's Report.** The Auditor, within one hundred and ~~eighty~~twenty (~~18~~20) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, ~~PRISM~~the Authority shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of ~~PRISM~~the Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of ~~PRISM~~the Authority is located and shall be sent to any public agency or person in California that submits a written request to ~~PRISM~~the Authority. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of ~~PRISM~~the Authority.

ARTICLE 16

RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse ~~PRISM~~the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.~~65~~, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of ~~PRISM~~the Authority and place them in the treasury of the Treasurer to the credit of ~~PRISM~~the Authority.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all ~~PRISM~~Authority funds so held by him or her.

(3) Pay any sums due from ~~PRISM~~the Authority, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from ~~PRISM~~Authority funds upon warrants drawn by the Auditor.

~~(4) Verify and report in writing to the Authority and to members, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.~~

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of ~~PRISM~~the Authority.

(d) ~~PRISM~~The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of ~~PRISM~~the Authority, and all officers and staff who are authorized to have charge of, handle, and have access to property of ~~PRISM~~the Authority.

ARTICLE 17 RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and ~~PRISM~~the Authority for all matters relating to risk management.

(c) Each member shall maintain an active ~~safety-risk control~~ program, and shall consider and act upon all recommendations of ~~PRISM~~the Authority concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of ~~PRISM~~the Authority in which the member is a participant, and shall provide copies of such records to ~~PRISM~~the Authority as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.

(e) Each member shall pay ~~development charges,~~ premiums, and premium surcharges due to ~~PRISM~~the Authority as required under Article 14. Penalties for late payment of such ~~charges,~~ premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to ~~PRISM~~the Authority any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by ~~PRISM~~the Authority associated with the collection of such premiums or other charges, shall be recoverable by ~~PRISM~~the Authority.

(f) Each member shall provide ~~PRISM~~the Authority such other information or assistance as may be necessary for ~~PRISM~~the Authority to develop and implement insurance programs under this Agreement.

(g) Each member shall cooperate with and assist ~~PRISM~~the Authority, and any insurer of ~~PRISM~~the Authority, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

~~(h) Each member county shall maintain membership in CSAC.~~

(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 18 ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) [PRISM](#)~~The Authority~~ may develop standards for the administration of claims for each insurance program of ~~the Authority~~[PRISM](#) so as to permit oversight of the administration of claims by the members.

(c) Each participating member shall give [PRISM](#)~~the Authority~~ timely written notice of claims in accordance with the provisions of the Bylaws [and the applicable program Memorandum of Coverage](#).

(d) A member shall not enter into any settlement involving liability of [PRISM](#)~~the Authority~~ without the advance written consent of [PRISM](#)~~the Authority~~.

(e) [PRISM](#)~~The Authority~~, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of [PRISM](#)~~the Authority~~, may involve liability of [PRISM](#)~~the Authority~~.

ARTICLE 19 NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to [PRISM](#)~~the Authority~~ if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.

(b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM~~the Authority~~ at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any member from this Agreement and membership in PRISM~~the Authority~~, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM~~the Authority~~ as of the date that all membership is canceled.

(2) Cancel any member's participation in an insurance program of PRISM~~the Authority~~, without canceling the member's membership in PRISM~~the Authority~~ or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM~~the Authority~~ within the member's first year as a member of PRISM~~the Authority~~ shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM~~the Authority~~ shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all insurance programs of PRISM~~the Authority~~ in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM~~the Authority~~ shall be automatically canceled as of that time, without action of the Board of Directors.

~~(d) A member county that terminates its membership in CSAC shall be considered to have thereby withdrawn as a party to this Agreement, and its membership in the Authority and participation in any insurance program of the Authority shall be automatically canceled as of that time, without the action of the Board of Directors.~~

ARTICLE 22 EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in an insurance program of ~~PRISM~~the Authority is canceled under Article 21, with or without cancellation of membership in ~~PRISM~~the Authority, and such cancellation is effective before the end of the policy year for that program, ~~PRISM~~the Authority shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in ~~PRISM~~the Authority, or from any program of ~~PRISM~~the Authority, shall not be entitled to the return of any premium or other payment to ~~PRISM~~the Authority, or of any property contributed to ~~PRISM~~the Authority. However, in the event of termination of this Agreement, such member may share in the distribution of assets of ~~PRISM~~the Authority to the extent provided in Article 23 provided; however, that any withdrawn or canceled member which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.

(c) Except as provided in (d) below, a member shall pay any premium charges which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with ~~PRISM~~the Authority's invoice and payment policy.

(d) Those members ~~which who that~~ have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of ~~PRISM~~the Authority during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the ~~county's~~member's participation in any program.

ARTICLE 23

TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of ~~PRISM~~the Authority, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided, however, that this Agreement and ~~PRISM~~the Authority shall continue to exist after such election for the purpose of

disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM~~the Authority~~.

(b) Upon termination of this Agreement, all assets of PRISM~~the Authority~~ in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM~~the Authority~~ shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24 LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM~~the Authority~~ shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM~~Authority~~ funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM~~the Authority~~ shall be used to defend, indemnify and hold harmless PRISM~~the Authority~~ and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM~~the Authority~~. Nothing herein shall limit the right of PRISM~~the Authority~~ to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 25 BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of PRISM~~the Authority~~.

ARTICLE 26 NOTICES

PRISM~~The Authority~~ shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM~~the Authority~~ with the address to which communications are to be sent. Members shall address notices and other communications to PRISM~~the Authority~~ to the Chief Executive Officer of PRISM~~the Authority~~, at the office address of PRISM~~the Authority~~ as set forth in the Bylaws.

ARTICLE 27 AMENDMENT

A two-thirds vote of the total voting membership of PRISM~~the Authority~~, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28 EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE ~~29~~8

PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM~~the Authority~~.

ARTICLE ~~30~~²⁹ AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

~~ARTICLE 30 EFFECTIVE DATE OF AMENDMENTS~~

~~Any amendment of this Agreement shall become effective upon the date specified by the Board and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board member's must take place no later than 30 days from the effective date specified by the Board.~~

ARTICLE 31 DISPUTE RESOLUTION

When a dispute arises between PRISM~~the Authority~~ and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISM~~the Authority~~ for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM~~the Authority~~'s position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then ~~of course~~ the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM~~the Authority~~.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32 FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM~~the Authority~~ shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____

(Print Name of Member)

BY: _____

(Authorized signature of Member)

Seal:



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Public Works

TIME REQUIRED

SUBJECT County Surveyor Services Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Agreement with Lumos & Associates for County Surveying Services and Work.

RECOMMENDED ACTION:

Authorize the Mono County Public Works Director (in consultation with County Counsel) to execute a professional services agreement with Lumos & Associates of Carson City, NV to perform county surveyor services and work.

FISCAL IMPACT:

Up to \$75,000 per year. The contract limit for this agreement is \$75,000 per year. However, charges for county surveyor services and work performed by the County's county surveyor contractor/consultant are generally passed through to project proponents and applicants as applicable project fees. Services and work will be charged on a time-and-materials basis consistent with the schedule of fees listed in Attachment B1 to the enclosed agreement.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report - LUMOS Agmt
<input type="checkbox"/> County Surveyor Services Agmt - LUMOS

History

Time

Who

Approval

6/11/2020 2:37 PM	County Administrative Office	Yes
6/9/2020 10:06 AM	County Counsel	Yes
6/9/2020 4:40 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: June 16, 2020
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, County Engineer
Re: Agreement for County Surveyor Services

Recommended Action

Authorize the Mono County Public Works Director (in consultation with County Counsel) to execute a professional services agreement with Lumos & Associates of Carson City, NV to perform county surveyor services and work.

Fiscal Impact:

Up to \$75,000 per year. The contract limit for this agreement is \$75,000 per year. However, charges for county surveyor services and work are generally passed through to project proponents and applicants as applicable project fees. Services and work will be charged on a time-and-materials basis consistent with the schedule of fees listed in Attachment B1 to the enclosed agreement.

Discussion:

The County has a statutory obligation to perform county surveyor functions through a professional land surveyor who may be either an employee or a contractor. These functions include quality control review and approval of tract maps, parcel maps, records of survey, corner records, certificates of compliance, legal descriptions, and similar land development related documents. The County does not have a county surveyor on staff. The Engineering Division of the Public Works Department processes these documents needing or involving county surveying services and work; however, because of the low volume for these services and work, it is more cost effective for the County to contract for these technical reviews rather than have a professional land surveyor on staff to perform these services, work, and functions. Over the last three years, the cost has been approximately \$25,000 or less annually. However, I expect costs to come down in the future because we processed a significant backlog of corner record maps in the last three years.

A new agreement with Lumos & Associates is enclosed for Board consideration. Please contact me at (760) 924-1802 or ghigerd@mono.ca.gov if you have any questions regarding this item.

Respectfully submitted,

Garrett Higerd
County Engineer

Attachment: AGREEMENT BETWEEN COUNTY OF MONO AND LUMOS & ASSOCIATES, INC. FOR THE PROVISION OF PROFESSIONAL COUNTY SURVEYOR SERVICES

**AGREEMENT BETWEEN COUNTY OF MONO AND LUMOS & ASSOCIATES,
INC. FOR THE PROVISION OF PROFESSIONAL COUNTY SURVEYOR
SERVICES**

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (“County”) may have the need for the professional county surveyor services of Lumos & Associates, Inc., a Nevada corporation (“Consultant”). Hereinafter, County and Consultant may be referred to individually as a “Party” and collectively as the “Parties.” In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Consultant shall furnish to County, upon its request, those services and work set forth in Attachment A (Scope of Work), attached hereto and by reference incorporated herein. Requests by County to Consultant to perform under this Agreement will be made by the Mono County Public Works Director, the Mono County Engineer, or an authorized representative of either. Requests to Consultant 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 Consultant by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Consultant 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 Consultant 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:

- 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 _____

In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern.

2. TERM

The term of this Agreement shall be from June 14, 2020, to June 30, 2023, unless sooner terminated as provided in this Agreement.

3. CONSIDERATION

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

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant 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 Consultant for services and work performed under this Agreement shall not exceed Seventy-Five Thousand and NO/100 Dollars (\$75,000.00) in any twelve-month period ("Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Consultant shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A (Scope of Work), which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Consultant 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 Consultant has satisfactorily completed the work and performed the services as requested, County shall make payment to Consultant within thirty (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 Consultant 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.

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 Consultant under the terms and conditions of this Agreement.

(2) [RESERVED]

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

(4) The total amounts paid by County to Consultant, 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

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A (Scope of Work) that are requested by County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant, 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 Consultant to provide the services and work described in Attachment A (Scope of Work) must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A (Scope of Work). Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A (Scope of Work), County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

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 Consultant by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, that is the result of Consultant's negligence.

B. Products of Consultant'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, Consultant'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, Consultant will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Consultant shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million and NO/100 Dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Consultant, its employees, agents, and subcontractors.

9. INSURANCE

A. Consultant 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 Consultant, 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 Consultant 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 and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and No/100 Dollars (\$2,000,000.00) general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Consultant pursuant to this Agreement. Alternatively, such coverage may be provided in Consultant's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Consultant's profession in an amount of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 Dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Consultants Pollution Liability coverage applicable to the work being performed and covering Consultant's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental"

or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 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 Consultant 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, Consultant 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, Consultant’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 Consultant’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, Consultant’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Consultant 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. Consultant 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 Consultant, 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. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A (Scope of Work). No agent, officer, or employee of County is to be considered an employee of Consultant. It is understood by both Consultant 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. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant 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 Consultant in fulfillment of this Agreement.

C. Consultant, 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

Consultant shall defend with counsel acceptable to County, indemnify, and hold harmless County, its officers, employees, agents, contractors, and representatives from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs (including litigation costs and attorneys' fees) to the extent such claims, damages, losses, judgments, liabilities, expenses, and other costs (including litigation costs and attorneys' fees) arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's obligations under this Paragraph 11 shall apply to any actual or alleged personal injury, death, damage, or destruction to tangible or intangible property, including but not limited to the loss of use. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendant(s) is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Any and all costs and expenses related to or associated with determining Consultant's proportionate percentage of fault in any action to defend County pursuant to this Paragraph 11 shall be the sole responsibility of Consultant. Consultant's obligations under this Paragraph 11 are not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. 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, Consultant, 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. Consultant 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. Consultant 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 Consultant thirty (30) calendar days written notice of such intent to terminate. Consultant 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.

15. ASSIGNMENT

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

16. DEFAULT

If Consultant 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 Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant 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

Consultant 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 Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant 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 Consultant only with the express written consent of County.

19. CONFLICTS

Consultant 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. Consultant agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Consultant 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, Consultant 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, Consultant 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 Consultant 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 so long as any such amendment, change, addition, or subtraction 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 either Party during the term of this Agreement, which Consultant or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective Party as follows:

If to County:

Mono County Public Works Department
Attn: Garrett Higerd, County Engineer
P.O. Box 457
Bridgeport, CA 93517
PHONE: (760) 932-5440
EMAIL: ghigerd@mono.ca.gov

If to Consultant:

Lumos & Associates, Inc.
Attn: Greg Phillips, Surveying Division Director
800 East College Parkway
Carson City, NV 89706
PHONE: (775) 883-7077
EMAIL: gphillips@lumosinc.com

25. INTERPRETATION; VENUE

This Agreement and any dispute involving this Agreement or any part hereof shall be interpreted and construed pursuant to the laws of the State of California without reference to any laws that might direct the application of the laws of another jurisdiction or consideration of which Party drafted this Agreement. Venue for any dispute involving this Agreement shall be the California Superior Court for Mono County.

26. COUNTERPARTS

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

27. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE LAST DATE SET FORTH BELOW.

COUNTY OF MONO

LUMOS & ASSOCIATES, INC.

By: _____

By: _____

Name: _____

Name: _____

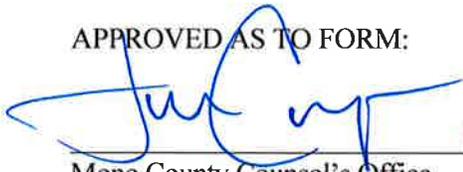
Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

 6/4/20
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:


Mono County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND LUMOS & ASSOCIATES, INC. FOR THE PROVISION OF PROFESSIONAL COUNTY SURVEYOR SERVICES

TERM:

FROM: JUNE 14, 2020 TO: JUNE 30, 2023

SCOPE OF WORK:

SCOPE OF WORK

The Scope of Work shall include all labor and materials associated with the performance of professional county surveyor services and work to be executed in general conformance with applicable provisions of the Subdivision Map Act, the Professional Engineers and Land Surveyors Act, and the Mono County Code, incorporated herein by this reference.

Professional county survey services and work shall be performed as requested by the Mono County Public Works Department, including its Public Works Director, the County Engineer, or an authorized representative of either. As directed by County, Consultant may perform professional county surveyor services and/or work directly with an applicant (i.e., the party who submits for approval any work defined under this Attachment A) or an applicant's surveyor. If Consultant deems it necessary to meet the requirement for its provisions or performance of any professional county surveyor services or work under the Agreement, Consultant may request written notice of any requirements for such services or work.

Professional county survey services and work to be provided and/or performed by Consultant pursuant to the Agreement and this Attachment A (Scope of Work) will include but not be limited to the following:

1. Provide technical review, comment, and coordination with the Mono County Public Works Department, the County Engineer, and any applicant or applicant's surveyor for the completion, approval, and recordation (where applicable) of final tract maps, parcel maps, records of survey, legal descriptions, corner records, certificates of compliance, lot line adjustments, official maps, and similar land development documents. Provide signature on approval certificate of completed maps.
2. Perform research and calculations that may be necessary for processing and approval of a given project.
3. Provide technical review and comment on maps, plats, exhibits, figures, calculations, tables, charts, reports, legal descriptions, and other documents submitted by applicant in support of approval for a given project. Correspond with applicant for submittal of any outstanding documentation or revision required to existing documents as necessary for project approval.
4. Coordinate project work with the Public Works Director, the County Engineer, or an authorized representative of either. The designee may include but shall not be limited to personnel from the Public Works Department or the Planning Department. This may include attendance at meetings with County staff, applicants and applicants' surveyors, surveyors, or meetings of the Mono County Land Development Technical Advisory Committee (LDTAC) from time to time. To the extent possible, allowing for project priorities and staff availability, Public Works Department staff will provide initial technical

review and comments to any applicant. County staff shall be responsible for developing map conditions for tentative maps but may request input from Consultant. County staff shall be responsible for processing final tract and parcel maps to a near-complete level; Consultant shall provide final review and approval. Consultant will forward all correspondence with any applicant to Public Works Department staff, and Consultant will forward all correspondence with any applicant's surveyor to both the Public Works Department and the applicant.

5. County shall retain and maintain all permanent records. Work products shall be processed through the Mono County Public Works Department's office. Map numbering and indexing shall be assigned and processed by County.
6. If necessary, Consultant will coordinate modification to map-check procedures with the Mono County Public Works Department.
7. When requested by County, Consultant will provide and/or perform professional county surveyor services as set forth in Government Code sections 27550-27564.
8. All services and work provided and performed by Consultant will follow generally-accepted practices for the industry and shall meet the minimum requirements and guidelines established by the Professional Engineers and Land Surveyors Act.

WORK SCHEDULE

Map review and other related tasks shall meet time limits imposed by the Subdivision Map Act and local ordinances, as may be the case. Task schedules shall be coordinated with County staff.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO AND LUMOS & ASSOCIATES,
INC. FOR THE PROVISION OF PROFESSIONAL COUNTY SURVEYOR
SERVICES**

TERM:

FROM: JUNE 14, 2020 TO: JUNE 30, 2023

SCHEDULE OF FEES:

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

Engineering	Per Hour
Director	\$235
Group Manager	220
Project / Senior Project Manager	180/190
Staff / Project / Senior Hydrogeologist	160/170/175
Staff / Project / Senior Engineer	145/155/165
Staff / Project / Senior Structural Engineer	145/155/165
Landscape Designer / Architect / Architect Manager	105/140/150
Staff / Project / Senior Planner	145/155/165
Project Coordinator	135
Project / Senior Project Designer	130/135
Structural / Senior Structural Designer	115/125
Engineering Technician I / II	105/115
Support Technician	80
Construction	Per Hour
Director	\$235
Group Manager	220
Project Manager	180
Geotechnical Engineer	195
Construction Services Supervisor / Engineer	140/160
Geotechnician	135
Inspector / Senior Inspector (includes nuclear gauge)	115/125
Field Technician I / II (includes nuclear gauge)	95/100
Surveying	Per Hour
Director	\$235
Group Manager	220
Project Manager	180
Staff / Project / Senior Surveyor	130/150/160
Project Coordinator	135
Surveying Technician I / II	105/115
Party Chief	145
Chain Person	75
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Public Health Department

TIME REQUIRED

SUBJECT Environmental Health Authority to
Execute LEA Grants

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Resolution Authorizing Submittal and Signature Authority to Execute Local Enforcement Agency (LEA) Grant Program Application for EA 31 Cycle and Subsequent EA Grant Cycles from July 1, 2020 to June 30, 2025

RECOMMENDED ACTION:

Adopt proposed resolution authorizing the Environmental or Public Health Director to submit LEA grant applications, execute agreements, amendments, requests for payment and all grant documents necessary to secure grant funds and implement the approved Grant Project (Signature Authority) and to retain Signature Authority for a period of 5 years. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact to the General Fund. Grant providing \$16,500 to Health Department for the current fiscal year, and approximately the same amount for each of the next annual grant cycles until June 30, 2025.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@mono.ca.gov

SEND COPIES TO:

Stephanie Butters

Louis Molina

Sandra Pearce

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[EA31 Grant Application Certification](#)

[Resolution No. 15-31](#)

[Proposed Resolution](#)

History

Time	Who	Approval
6/11/2020 2:38 PM	County Administrative Office	Yes
6/10/2020 11:00 AM	County Counsel	Yes
6/11/2020 2:42 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT
Environmental Health

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

June 16, 2020

To: Honorable Board of Supervisors

From: Louis Molina, Environmental Health Director

Subject: Resolution Authorizing Submittal and Signature Authority to Execute Local Enforcement Agency (LEA) Grant Program Application for EA 31 Cycle and Subsequent EA Grant Cycles from July 1, 2020 to June 30, 2025

Recommended Action:

Approve resolution authorizing the Environmental or Public Health Director to submit LEA grant applications, execute agreements, amendments, requests for payment and all grant documents necessary to secure grant funds and implement the approved Grant Project (Signature Authority) and to retain Signature Authority for a period of 5 years.

Discussion:

The Department of Resources Recycling and Recovery (CalRecycle) is providing a grant (EA31) of \$16,500 for the purpose supplementing the LEA's existing budget for personnel costs, equipment, supplies, training, technical support and other expenses incurred by Mono County in the implementation of the Solid Waste Program. It is anticipated that this grant will be spent in its entirety to offset LEA salary. The resolution will authorize application for and implementation of the grant for this grant cycle and the subsequent five grant cycles with this authority ending on June 30, 2025. The EA31 Grant application has already been submitted under the current, soon to expire Resolution No. 15-31, which provided the same authority for the time period of July 1, 2015 to June 30, 2020 as requested in the recommended action today.

Fiscal Impact/Budget Projections:

There is no fiscal impact to the General Fund. The upcoming EA31 Grant will provide the Health Department with \$16,500 to be spent during the period of July 1, 2020 through June 30, 2021. It is unknown at this time the dollar amounts of the next cycles of LEA Grants, but it is anticipated that a similar dollar amount will be awarded for each of the following four fiscal year cycles.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: Louis Molina, Environmental Health Director
Reviewed by: Sandra Pearce, Public Health Director



Application Certification

Application Information

Applicant: Mono County
 Cycle Name: Local Enforcement Agency Grants
 Cycle Code: EA31
 Grant ID: 23401
 Grant Funds Requested: \$16,500.00
 Matching Funds: \$0.00 (if applicable)

Application Due Date: 05/12/2020
 Secondary Due Date: 06/16/2020

Contacts

Name	Title	Prime	Second	Auth	Cnslt
Louis Molina	Environmental Health Director	X		X	

Budget

Category Name	Amount
Analysis/Evaluation/Testing/Demo	\$0.00
Compliance/Inspection/Visit/Enforcement	\$0.00
Education	\$0.00
Equipment	\$0.00
Personnel	\$16,500.00
Training	\$0.00
Transportation	\$0.00

Documents

Document Title	Received Date
Required	
Application Certification	
Required By Secondary Due Date	
Resolution - Lead Participant	5/8/2020
Other Supporting Document(s)	
Draft Resolution	5/8/2020
Letter of Authorization/Resolution	
Letter of Designation	5/8/2020

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

X Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

Application Certification

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which consists of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

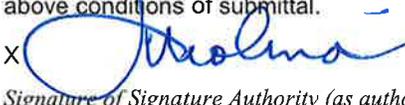
Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X



Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)

Date

5/8/2020

Print Name

Louis Molina

Print Title

Env. Health Director

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.



RESOLUTION NO. 15- 31

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING LOUIS MOLINA, ENVIRONMENTAL HEALTH DIRECTOR AND
LEA PROGRAM MANAGER, TO SUBMIT THE
LEA GRANT APPLICATION (EA 26 (FY 2015/16), AND SUBSEQUENT EA GRANT
APPLICATIONS THROUGH FY 2020/21, AND TO EXECUTE SAID APPLICATIONS,
AGREEMENTS, AMENDMENTS, REQUESTS FOR PAYMENT AND ALL GRANT
DOCUMENTS NECESSARY TO SECURE GRANT FUNDS AND IMPLEMENT THE
APPROVED LEA GRANT PROJECT**

WHEREAS, Public Resources Code sections 40000 et. seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding and management of grants; and

WHEREAS, Grant Application procedures require an Applicant's governing body to authorize by resolution its approval of submittal of the Grant Application(s) identified below, and the designation by job title of the individual authorized to execute all Grant documents on behalf of the County of Mono; and

WHEREAS, if awarded, the County of Mono will enter into a Grant Agreement with CalRecycle for implementation of said Grant(s).

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF MONO COUNTY authorizes the submittal of applications(s) to CalRecycle for all grants for which the County of Mono is eligible.

BE IT FURTHER RESOLVED that this authorization is effective for the time period of July 1, 2015 through June 30, 2020; time period not to exceed five (5) years from date of adoption;

BE IT FURTHER RESOLVED that Louis Molina, Environmental Health Director, or current LEA Program Manager or Public Health Director, are hereby authorized and empowered to execute in the name of the County of Mono all grant documents, including but not limited to,



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE ENVIRONMENTAL OR PUBLIC HEALTH DIRECTOR
TO SUBMIT THE LEA GRANT APPLICATION (EA 31 (FY 2020/21), AND
SUBSEQUENT EA GRANT APPLICATIONS THROUGH FY 2024/25, AND TO
EXECUTE SAID APPLICATIONS, AGREEMENTS, AMENDMENTS, REQUESTS FOR
PAYMENT AND ALL GRANT DOCUMENTS NECESSARY TO SECURE GRANT
FUNDS AND IMPLEMENT THE APPROVED LEA GRANT PROJECT**

WHEREAS, Public Resources Code sections 40000 et. seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding and management of grants; and

WHEREAS, Grant Application procedures require an Applicant's governing body to authorize by resolution its approval of submittal of the Grant Application(s) identified below, and the designation by job title of the individual authorized to execute all Grant documents on behalf of the County of Mono; and

WHEREAS, if awarded, the County of Mono will enter into a Grant Agreement with CalRecycle for implementation of said Grant(s).

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that authority is granted for submittal of application(s) to CalRecycle for all grants for which the County of Mono is eligible.

SECTION ONE: Authorization is effective for the time period of July 1, 2020 through June 30, 2025; time period not to exceed five (5) years from date of adoption.

SECTION TWO: The Environmental or Public Health Director are hereby authorized and empowered to execute in the name of the County of Mono all grant

1 documents, including but not limited to, applications, agreements, amendments and requests
2 for payment, necessary to secure grant funds and implement the approved grant project.

3 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2020,
4 by the following vote, to wit:

5 **AYES:**

6 **NOES:**

7 **ABSENT:**

8 **ABSTAIN:**

9
10
11
12 _____
13 Stacy Corless, Chair
14 Mono County Board of Supervisors

15 **ATTEST:**

APPROVED AS TO FORM:

16
17
18 _____
19 Clerk of the Board

20
21
22 _____
23 County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Finance/Assessor

TIME REQUIRED

SUBJECT Megabyte Contract Renewal

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Megabyte Systems, Inc. pertaining to software maintenance agreement for FY 2020-21.

RECOMMENDED ACTION:

Approve and authorize board chair signature on proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$132,506.24. Provide any desired direction to staff.

FISCAL IMPACT:

Annual cost anticipated at \$131,743 for FY 2020-21, with \$86,753 allocated to Finance and \$44,990 allocated to the Assessor. Costs are partially reimbursed through the Property Tax Administration Fee charged to certain taxing jurisdictions in the County.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

Kim Bunn @ kbunn@mono.ca.gov

Janet Dutcher @ jdutcher@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report - Megabyte Systems, Inc.](#)

[FY 20-21 Megabyte Systems, Inc. Software Agreement](#)

History**Time**

6/11/2020 2:38 PM

6/10/2020 11:17 AM

6/11/2020 2:39 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

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

Date: June 16, 2020
To: Honorable Board of Supervisors
From: Janet Dutcher, Finance Director
Subject: Property Tax Software Maintenance Contract

Recommended Action:

Approve and authorize board chair signature on proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$131,743. Provide any desired direction to staff.

Discussion:

The annual maintenance support agreement and addendum for web services for the property tax software covers the period of July 1, 2020 to June 30, 2020 with our software provider, Megabyte Systems, Inc. Maintenance support costs for the software are not to exceed \$125,000.00 and includes the Assessor online business property filing function. Web services total \$7,506.24 and include on-line payments and electronic access to tax information for the public. The total annual cost is shared by the Assessor and the Finance Department.

Fiscal Impact:

Not to exceed \$131,743 for FY 2020-21.

Finance - \$86,753

Assessor - \$44,990

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2020 and terminating June 30, 2021
2 by and between the COUNTY OF MONO, hereinafter referred to as the "County" and MEGABYTE
3 SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677,
4 hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

- 5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to
6 serve County in accordance with the terms and conditions set forth herein.
- 7 2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall
8 provide the services described in Exhibit A.
- 9 3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay
10 Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of
11 this agreement, as deemed necessary by County, will be billable to County at Contractor's
12 standard hourly rate subject to advance written approval of County. If on-site support is
13 required, travel time and expenses will be charged in addition to the hourly rate for work
14 on-site.
- 15 4. Payments. County shall make payments of compensation hereunder monthly on submittal
16 of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630
17 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the
18 invoice. Invoices shall be submitted to:

19 Mono County Department of Finance
20 PO Box 556
21 Bridgeport, CA 93517

22 The total sum of all payments made by the County to Contractor for services and work
23 performed under this agreement shall not exceed \$125,000.00

- 24 5. Changes. Changes and modifications to this Agreement may only be made by prior
25 written change order of County, accepted in writing by the Contractor, specifying such
26 change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to
27 by the parties hereto. In no case shall County pay for any extra work or material furnished
28 except as previously agreed upon in such a written change order. The Contractor and the

29 County shall determine whether any change or modification will cause a delay in
30 Contractor completing all work and if so, the duration of such delay.

31 6. County's Responsibility to Provide. County will provide, at its own expense, access to
32 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds
33 (County minimum of T1 or business DSL speed).

34 7. No Waiver by County. Inspection of the work by the County, or the statement by any
35 officer, agent, or employee of the County, prior to written acceptance of the work or any
36 part thereof, indicating that the work or any part thereof complies with the requirements
37 of this Agreement, or the County's payment for the whole or any part of the work, or any
38 combination of these acts, shall not relieve the Contractor of obligation to fulfill this
39 Contract as prescribed. Waiver of any provision of this Agreement by the County in any
40 single instance shall not prejudice County's right to enforcement of all provisions of this
41 Agreement in any other instance.

42 8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the
43 County, its officers, agents, and employees, from and against any and all claims and
44 losses whatsoever accruing or resulting to any and all persons, firms or corporations for
45 damage, injury or death as a result of negligence by Contractor in Contractor's
46 performance of this Agreement.

47 9. Patent or Copyright Infringement.

48 A. Contractor represents that the materials and products produced hereunder do not
49 violate others intellectual property rights (which include patent, copyright, trademark,
50 trade secret or other proprietary right.) In the event a claim, cause of action,
51 proceeding or other legal action should arise in which there are claims that the
52 materials and/or products infringe or violate another's intellectual property rights,
53 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no
54 cost, whatsoever, to County, including, but not by way of limitation, legal fees,
55 disbursements, judgments, or the like. Contractor shall protect, defend and
56 indemnify and hold County harmless, subject only to County giving Contractor
57 prompt written notice of any such third party claim, cause of action or proceedings
58 and rendering to Contractor any reasonable information, assistance or access to
59 documents and materials required in the defense of any such cause of action.

60 B. Should the materials and/or products in Contractor's opinion, be likely or become the
61 subject of a claim of infringement of a patent, copyright or trademark, Contractor
62 may do any of the following: (1) obtain a legally binding right for County to use, at

63 no cost to County, the material and/or product; (2) replace or modify the material
64 and/or product so that it is non-infringing yet still complies with the RFP and the
65 Contract specifications; (3) repurchase the material and/or product by refunding all
66 moneys paid by County to Contractor for the material and/or product less
67 depreciation and reasonable costs for use and such other amounts as are mutually
68 agreeable to County and Contractor.

69 10. Title to Work. Upon termination of this agreement for any reason title to, ownership of,
70 and all applicable patents, copyrights and trade secrets in the MPTS software, shall
71 remain with the contractor as owner/holder of such patents, copyrights, and trade
72 secrets, who shall retain complete rights to market such product, and no such rights shall
73 pass to County. However, County shall receive, at no additional cost, a perpetual license
74 to use such products for its own use.

75 11. Source Code. Contractor shall place source code for the licensed software and any
76 changes thereto, into a software escrow account. County shall have access to the source
77 code in the event Contractor fails to fulfill its maintenance and support obligations, or in
78 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County
79 shall be able to use the source code according to the terms of this agreement, and must
80 also be permitted to modify the code for its own use consistent with this agreement.

81 12. Insurance. Contractor shall maintain, at Contractor's own expense during the term
82 hereof, insurance with respect to Contractor's performance of this Agreement of the
83 types and in the minimum amounts described generally as follows:

84 A. Full Workers' Compensation and Employer's Liability Insurance covering all
85 employees of Contractor as required by law in the State of California.

86 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance
87 (Bodily Injury and Property Damage) of not less than One Million Dollars
88 (\$1,000,000) combined single limit per occurrence (claim made).

89 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)
90 on owned, hired, leased and non owned vehicles used in conjunction with
91 Contractor's business of not less than Three Hundred Thousand (\$300,000)
92 combined single limit per occurrence (claim made).

93 13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the
94 aforementioned insurance shall be furnished by the Contractor to the County by

95 certificates of insurance. Such certificates shall specify that County must be given written
96 notice 30 days prior to the cancellation or modification of any such insurance.

97 14. Insurance in Force and Effect During Contract Period. The insurance specified above
98 shall be in a form and placed with an insurance company or companies satisfactory to
99 County, and shall be kept in force and effect until completion to the satisfaction and
100 acceptance by County of all work to be performed by the Contractor under this
101 Agreement.

102 15. Confidentiality. Confidential information is defined as all information disclosed to
103 Contractor which relates to the County's past, present, and future activities, as well as
104 activities under this Contract. Contractor will hold all such information in trust and
105 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to
106 County all written and descriptive matter which contains any such confidential
107 information.

108 16. Independent Contractor. Contractor shall perform this contract as an independent
109 contractor for all purposes. Contractor is not, and shall not be deemed, a County
110 employee for any purpose, including worker's compensation. Contractor shall, at
111 Contractor's own risk and expense, determine the method and manner by which the
112 duties imposed on Contractor by this contract shall be performed; provided that County
113 may monitor the work performed by Contractor; and provided further that Contractor shall
114 observe and comply with all laws and rules applicable to County in performing the work.
115 Contractor, not County, shall be responsible for Contractor's negligence and that of
116 Contractor's agents and employees in performing the work. Contractor shall be entitled
117 to none of the benefits accorded to a County employee. County shall not deduct or
118 withhold any amounts whatsoever from the compensation paid to Contractor, including
119 but not limited to amounts required to be withheld for state and federal taxes. Contractor
120 alone shall be responsible for all such payments.

121 17. Termination. The County or Contractor may terminate this agreement with 60 days
122 written notices.

123 18. Notices. All notices provided for by this Agreement shall be in writing and may be
124 delivered by deposit in the First Class United States mail, by certified, or by registered
125 mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall
126 be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin,
127 California 95677. Notices to the County shall be addressed Mono County Finance

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Director. PO Box 556. Bridgeport, CA 93517. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

COUNTY OF MONO, a political subdivision of the State of California

By _____

Dated: _____

CONTRACTOR: Megabyte Systems, Inc

By _____
President
"CONTRACTOR"

Dated: _____

**ADDENDUM TO AGREEMENT FOR
MEGABYTE PROPERTY TAX SYSTEM
MAINTENANCE
DATED JULY 1, 2020**

**MEGABTYE SYSTEMS, INC
MPTS WEB SERVICES**

This MPTS Web Services Agreement is by and between the County of Mono, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California, 95677, hereinafter referred to as "Contractor". Federal ID #: 77-0547969.

1. This Agreement is considered to be an addendum to the existing Agreement for Property Tax System Maintenance dated July 1, 2020 in effect between County and Contractor.
2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

3. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.
4. **Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.
5. **Services to be provided.** Contractor shall provide the following MPTS Web Services to the County.

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
 - Assessor Inquiry – Current Assessment Roll information only.
 - Tax Collector – Current Tax Roll information only.
 - Cosmetic Customizations only i.e. color schemes, County logos, etc.
 - Note: this version does not have any Security features. Name only appears, not address.
 - Web Tax Bill print (Current Year) accessed through the Public Tax Collector site (additional annual charge of \$883.85 included in price below).
 - Prior Year (previous year only) Tax bill Online accessed through the Public Tax Collector site (additional annual charge of \$294.59 included in price below).
 - Historical Expansion (additional Year) accessed through the Public Tax Collector site (additional annual charge of \$851.46 included in price below).
6. **Price.** The annual charge for the MPTS Web Services described above is \$7,506.24. If on-site support is required travel time and expenses will be billable to County at the Contractor rate provided in the Agreement.

7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of 128K).
8. **Termination.** County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

County of Mono

Contractor: Megabyte Systems, Inc

President

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
 - Web training classes
 - Training materials will be posted on the Megabyte website
 - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
 - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
 - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
 - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
 - Assistance with balancing property and tax assessment programs.
 - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Megabyte full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

Online Business Property Filing Maintenance/Support (Assessor Function)

Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change
- View/Print of completed form(s)
- Extraction of data for web access
- Audit reports
- Import/merge of filed data to the personal property system
- Images/PDF retained of the filed statements with access via the personal property subsystem

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2020 – 6/30/2021	MPTS Property Tax System Maintenance/Support	\$10,081.39 per month
7/1/2020 – 6/30/2021	Assessor Function Online Business Property Filing Maintenance/Support	\$3,260.03 Annual charge

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:
\$150.00 per hour
2. On-site support, with a four-hour minimum, including time in transit.
\$150.00 per hour
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.



Mono County:

The following rates are effective from July 1, 2020 thru June 30, 2021. These rates reflect an increase of 2.3%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2019.

FY-2020/2021 Rates	
MPTS Property Tax System Maintenance	\$10,081.39 per month
Assessor Function - Online Business Property Filing Maintenance/Support	\$3,260.03 annual charge
Public Web – Assessor / Tax Collector Modules	\$5,476.34 annual charge
Tax Collector – Web Bill Print	\$ 883.85 annual charge
Tax Collector – Prior Year (previous year only) Tax bill Online	\$ 294.59 annual charge
Tax Collector – Historical Expansion Bill Print	\$ 851.46 annual charge



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Public Works Department - Solid Waste Division

TIME REQUIRED

SUBJECT Renewal/Extension of Solid Waste
Program Fees

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of resolution adopting annual schedule of parcel fees to be imposed in the County and the Town of Mammoth Lakes (Town) for solid waste services and amendment to agreement with the Town for the imposition and collection of those parcels fees in the incorporated area of the Town.

RECOMMENDED ACTION:

(1) Approve and authorize the Chair to sign Resolution No. R20-___, Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2020-2021; and (2) Review, approve, and authorize the County Administrative Officer to execute the First Amendment to the Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Years 2015-2016 Through Fiscal Year 2019-2020. The amendment extends the term through June 30, 2022; and (3) Provide any desired direction to staff

FISCAL IMPACT:

No negative fiscal impact. The Resolution will extend the County's authority to impose and collect solid waste parcel fees in the unincorporated and incorporated areas at current rates, which generate approximately \$800,000 in annual revenue for the Solid Waste Enterprise Fund.

CONTACT NAME: Justin Nalder

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

SEND COPIES TO:

Dan Holler, Town Manager, Town of Mammoth Lakes,
dholler@townofmammothlakes.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

[Agreement](#)

History

Time	Who	Approval
6/11/2020 2:39 PM	County Administrative Office	Yes
6/1/2020 11:08 AM	County Counsel	Yes
6/4/2020 9:09 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

To: Honorable Chair and Members of the Board of Supervisors

From: Justin Nalder, Solid Waste Superintendent

Date: July 9, 2020

Subject: Renewal/Extension of Solid Waste Program Fees

Recommended Action

1. Approve and authorize the Chair to sign Resolution No. R20-___, "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2020-2021"; provide any desired direction to staff.
2. Review, approve, and authorize the Acting County Administrative Officer to execute the First Amendment to the Solid Waste Fee Agreement with Town of Mammoth Lakes for Fiscal Years 2015-2016 Through Fiscal Year 2019-2020; provide any desired direction to staff.

Fiscal Impact

None. The Resolution will extend the County's authority to impose and collect solid waste parcel fees in the unincorporated and incorporated areas at current rates, which generate approximately \$800,000.00 in annual revenue for the Solid Waste Enterprise Fund. The First Amendment does not have a financial impact but extend the County's authority to impose and collect existing fees through FY 2021-2022.

Discussion

Resolution. Pursuant to the Government Code, the County may establish a schedule of fees upon land and property in the County in order to pay for County waste disposal and related services. In order to do so, the Board of Supervisors must establish this schedule of fees by resolution or ordinance on or before the first day of July of each year. In previous years the County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code against both the unincorporated land in the County and, with the agreement and consent of the Town Council of the Town of Mammoth Lakes, against land in the Town of Mammoth Lakes. This resolution will extend the County's authority to impose and collect solid waste parcels fees in both the unincorporated and incorporated parts of Mono County according to the currently existing fee schedule (\$60.00 base fee per parcel), and thereby allow the County impose and collect parcels fees for the continuation the County's solid waste program and services, including but not limited to the operations of the only Class III landfill in Mono County (Benton Crossing Landfill) as well as several transfer stations in the County; compliance with environmental monitoring requirements, corrective action financial assurance requirements, and landfill closure/post-closure requirements; and to offset the expenses of countywide solid waste programs such as recycling programs and household hazardous waste management.

First Amendment. The First Amendment extends the original agreement between the County and the Town whereby the County agreed to allow Town residents and business owners access and use of the Benton Crossing Landfill for their disposal purposes in exchange for the Town's agreement

to allow the County to impose and collect solid waste parcels fees, pursuant to resolutions or ordinances adopted annually by the County (such as the above Resolution), on parcels in the incorporated area of the Town. The original agreement between the County and the Town, the Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Years 2015-2016 Through Fiscal Year 2019-2020, expires on June 30, 2020. Over the past six months, Public Works Department and Solid Waste Division staff have consulted with Town management about the prospect of extending the original agreement, and Town management has been amenable to extending the original agreement two fiscal years until June 30, 2022. Ultimately, the Town Council must approve the First Amendment; tentatively, the Town Council will consider the First Amendment at its June 17 meeting.

The failure of the County and the Town to execute the First Amendment, or some other agreement that extends the original agreement, will result in the County not having the authority to impose and collect solid waste parcels fees within the incorporated area of the Town and thereby significantly affecting revenue to the Solid Waste Enterprise Fund, and simultaneously result in a scenario where the Town's residents and business owners are not allowed access or use of Benton Crossing Landfill for their disposal needs.

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

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent

Attachments:

Exhibit 1 – Resolution Re-Authorizing the Solid Waste Fee Program for FY 19-20 (including Schedule A: Solid Waste Generation Factors for Selected Land Uses)

Exhibit 2 – First Amendment to the Solid Waste fee Agreement with Town of Mammoth Lakes for Fiscal Years 2015-2016 Through fiscal Year 2019-2020



R20 – _____

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
EXTENDING AND RE-ESTABLISHING THE MONO COUNTY
SOLID WASTE FEE PROGRAM FOR FISCAL YEAR 2020-2021**

WHEREAS, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and

WHEREAS, in past years, Mono County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement and consent of the Town Council of the Town of Mammoth Lakes, against land in the Town of Mammoth Lakes; and

WHEREAS, the Board of Supervisors intends by this resolution to simply extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218.

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

SECTION ONE: The program and schedule of solid waste fees imposed by Resolution No. R17-52 is hereby re-established and extended, effective July 1, 2020, against land within the County of Mono, including land within the Town of Mammoth Lakes, pursuant to the **SOLID WASTE FEE AGREEMENT WITH THE TOWN OF MAMMOTH LAKES FOR FISCAL YEARS 2015–2016 THROUGH FISCAL YEAR 2019-2020.**

SECTION TWO: Each parcel of land and each of the various waste-generating uses on each parcel in the County of Mono shall be identified.

SECTION THREE: The “residential equivalent” for determination of the fee on lands containing a single-family dwelling is hereby established as one (1.00). Each parcel or each waste-generating use on each parcel, or both (as identified herein), shall be accorded the appropriate “residential equivalent” on the basis of “Schedule A,” attached hereto and entitled

1 “Solid Waste Generation Factors for Selected Land Uses.” “Schedule A” is incorporated
2 herein by this reference as if fully set forth and is made a part of the program established by
3 this Resolution.

4 **SECTION FOUR:** Annual fees shall be charged to the identified lands or uses based
5 on Sixty and NO/100 Dollars (\$60.00) for each “residential equivalent.”

6 **SECTION FIVE:** The Mono County “Solid Waste Fee Program” shall be
7 administered and operated in accordance with the following policies:

8
9 A. General Provisions.

- 10 (1) There shall be only one fee for each waste-generating use on a parcel of
11 property. For example, if the landowner is assessed for all uses on his
12 parcel, the individual waste generating persons or entities using that
13 parcel shall not be assessed.
14 (2) Unless the Public Works Director determines that it is fair and equitable
15 to impose a fee on individual persons or entities generating waste on a
16 parcel, the landowner shall be charged the full amount due as a result of
17 such waste generation.

18 B. Residential Uses.

- 19 (1) Each owner of a single-family residence shall pay a fee calculated at the
20 rate of “one residential unit” or sixty dollars (\$60.00) per year.
21 (2) If it is established that the residence is used fewer than 90 days each
22 year, the owner shall be charged a fee at the rate of one-fourth (0.25) of
23 a “residential unit,” or fifteen dollars (\$15.00) per year. If it is
24 established that the residence is used six months or less, but more than
25 three months, the owner shall be charged a fee at the rate of one-half
26 (0.5) of a “residential unit,” or thirty dollars (\$30.00) per year.
27 (3) Mobile homes and individual units in apartments and condominiums
28 shall be charged a fee in accordance with “Schedule A” and Section
29 5.B.2 of this Resolution.
30 (4) The minimum fee for residential use shall not be less than one-fourth
31 the yearly rate for a “residential unit,” or fifteen dollars (\$15.00) per
32 year.

C. Other Uses.

- (1) Motels, Hotels, Lodges, and Campgrounds shall be charged a fee in
accordance with a factor established by the “residential equivalent”

1 assigned in "Schedule A." Occupancy rate and months open for
2 business may be taken into consideration.

- 3 (2) Ranches and/or farms that dispose their waste on-site, in accordance
4 with Mono County Health Department approvals, shall not be charged a
5 fee.
- 6 (3) Except as specified or clarified in Section 5.D, all other uses shall be
7 charged a fee on the basis of the "residential equivalent factor" as set
8 forth in this Resolution and "Schedule A."

9 **D. Multiple or Complex Uses.**

- 10 (1) Except as "Schedule A" may specifically assign a "residential
11 equivalent factor" for the entire use (e.g., ski base lodge), where a single
12 business entity operates or leases more than one type of waste
13 generating business or use in a single building, the owner of the land or
14 business shall be charged a fee on the basis of the use which has the
15 highest "residential equivalent factor" and the assessment shall be the
16 total thereof.
- 17 (2) Except as "Schedule A" may specifically assign a "residential
18 equivalent factor" to the entire use (e.g., shopping center), where
19 individual waste generating entities operate in more than one building
20 on one or more parcels, each waste generating use shall be assigned the
21 highest "residential equivalent factor" and the fee shall be the total
22 thereof.

23 **E.** There shall be no fee on unimproved parcels where waste is not generated.

24 **F.** There shall be no fee for Special Districts of the County that receive less than
25 six-tenths of one percent (0.6%) of the countywide property tax allocation.

26 **G. Billing and Collection.**

- 27 (1) The Public Works Director shall establish the appropriate fee. The
28 billings for fees shall be based on the ownership status and uses of each
29 parcel as of the first day of March preceding the fiscal year for which
30 the fee is charged.
- 31 (2) The Mono County Treasurer-Tax Collector shall collect fee payments
32 through the property tax billing system or, for properties not otherwise
receiving a tax bill, the Public Works Department may bill for and
collect fee payments by invoice.

1 H. Appeals.

- 2 (1) A property or business entity who or which has reason to believe that
3 there should be no fee, that the “residential equivalent factor” has been
4 improperly determined, or that the amount of the fee has been
5 incorrectly calculated, may request the appropriate changes by notifying
6 the Public Works Director in writing of the request no later than 60 days
7 following the date of billing.
- 8 (2) The Public Works Director shall, within 20 days following receipt of the
9 written request, review the facts presented and certified to by the
10 property owner or business entity and grant or deny the request. If the
11 request is granted, the Public Works Director shall prepare an
12 appropriately modified billing, if necessary. Modified billings shall be
13 due and payable no later than 60 days following the billing date.
- 14 (3) A property owner or business entity whose request pursuant to Section
15 5.H.1 is denied by the Public Works Director shall have the right to
16 appeal that decision to the Board of Supervisors. The request for
17 hearing shall be submitted to the Clerk of the Board of Supervisors
18 within 30 days from the date of the denial notice from the Public Works
19 Director.
- 20 (4) The Board of Supervisors shall fix a time, date, and place for the
21 hearing of any such appeal. The Board of Supervisors shall cause notice
22 of the hearing to be mailed to the applicant not less than 10 days prior to
23 the date set for hearing. At the hearing, the Board of Supervisors or its
24 selected member(s) shall hear the applicant and, within five days, order
25 such revision or correction to the fee as the Board deems just, if any.

26 I. Delinquent Fees.

- 27 (1) The Public Works Director shall prepare a list of solid waste fees for
28 each respective parcel which remain unpaid for a period of 60 or more
29 days after the date upon which they were billed. A certified copy of the
30 confirmed list shall be filed with the Mono County Auditor-Controller.
- 31 (2) The delinquent solid waste fees set forth in the list shall constitute
32 special assessments against the respective parcels of land and, upon
recording in the office of the County Recorder, are a lien on the
property in the amount of the delinquent fees as provided in
Government Code section 25831. The assessments may be collected at
the same time and in the same manner as ordinary county ad valorem
property taxes are collected and shall be subject to the same penalties
and the same procedure and sale in case of delinquency as provided for

1 those taxes. All laws applicable to the levy, collection, and enforcement
2 of county ad valorem property taxes shall be applicable to the
3 assessment, except as provided by subdivision (d) of Government Code
4 section 25831.

5 **SECTION SIX: Severability.** If any section, subsection, sentence, clause, or phrase of
6 this Resolution is for any reason held to be unconstitutional, such decision shall not affect the
7 validity of the remaining portions of this Resolution. The Board of Supervisors hereby
8 declares that it would have passed this Resolution and each section, subsection, sentence,
9 clause, or phrase thereof irrespective of the fact that any one or more sections, subsection,
sentences, clauses, or phrases be declared unconstitutional.

10 **PASSED, APPROVED AND ADOPTED** this 16th day of June, 2020, by the
11 following vote, to wit:

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

17 _____
18 Stacy Corless, Chair
19 Mono County Board of Supervisors

21 ATTEST:

Approved as to Form:

22 _____
23
24 Clerk of the Board

**FIRST AMENDMENT TO THE SOLID WASTE FEE AGREEMENT WITH
TOWN OF MAMMOTH LAKES FOR FISCAL YEARS 2015-2016 THROUGH
FISCAL YEAR 2019-2020**

This FIRST AMENDMENT TO THE SOLID WASTE FEE AGREEMENT WITH TOWN OF MAMMOTH LAKES FOR FISCAL YEARS 2015-2016 THROUGH FISCAL YEAR 2019-2020 (this "First Amendment") is made and entered by and between the County of Mono, a political subdivision of the State of California ("County"), and the Town of Mammoth Lakes, a California municipal corporation ("Town"), for the purpose of amending the SOLID WASTE FEE AGREEMENT WITH TOWN OF MAMMOTH LAKES FOR FISCAL YEARS 2015-2016 THROUGH FISCAL YEAR 2019-2020 (the "Original Agreement").

RECITALS

- A. Hereinafter, County and Town may be referred to individually as a "Party" and collectively as the "Parties."
- B. On or about July 1, 2015, the Parties entered into the Original Agreement to set forth the Parties' understanding and agreement regarding the County's adoption and collection of fees to be imposed on parcels located in Town in exchange for the County's provision and performance of certain solid waste program services for the benefit of Town's residents, businesses, franchisee(s), and customers. Specifically, the Original Agreement authorized County to impose a solid waste parcel fee on each parcel located in the incorporated jurisdiction of the Town of Mammoth Lakes, and thereafter the annual collect those fees, in exchange for County providing certain solid waste disposal services to Town's residents, businesses, franchisee(s), and customers (including but not limited to the use of County's Class III landfill located at 899 Pit Rd, Crowley Lake, California 93546) for Fiscal Year 2015-2016 through Fiscal Year 2019-2020.
- C. Section 12 of the Original Agreement included a five-year term commencing on or retroactive to July 1, 2015 and ending on June 30, 2020.
- D. The Parties have been pleased with each other's provision and performance of services under the Original Agreement, including County's adoption, imposition, and collection of fees and its provision and performance of solid waste disposal services, and therefore wish to amend the Original Agreement to extend the term provided in Section 12 thereof.

NOW, THEREFORE, the Parties agree as follows:

1. The Original Agreement is attached hereto as Exhibit A and, by this reference, made a part of this First Amendment as if fully set forth herein.
2. Section 12 of the Original Agreement is amended to include a term of seven (7) years commencing on or retroactive to July 1, 2015 and ending on June 30, 2022.
3. All other provisions of the Original Agreement, including all attachments and exhibits thereto, not expressly amended or modified by this First Amendment shall remain in full force and effect.

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

IN WITNESS OF THE FOREGOING, the Parties have executed this First Amendment through their duly authorized representatives as of the last date set forth below.

COUNTY OF MONO

TOWN OF MAMMOTH LAKES

By: _____
Name: Robert C. Lawton
Title: County Administrative Officer
Date: _____

By: _____
Name: Daniel C. Holler
Title: Town Manager
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mono County Counsel's Office Date

Town Attorney Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

TIME REQUIRED

SUBJECT SCE Lee Vining Hydroelectric Project
Relicense Process Notice

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A notice from Southern California Edison advising of the Lee Vining Hydroelectric Project (FERC Project no. 1388) intent to relicense and the process, which can be found at www.sce.com/leevining.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Notice](#)

History

Time

Who

Approval



Energy for What's Ahead™

FORTLAND OR 972



Dear Interested Lee Vining Relicensing Stakeholder:

30 MAY 2020 PM 4 L

Southern California Edison Company (SCE) is beginning the process to relicense the Lee Vining Hydroelectric Project (FERC Project No. 1388) and we think you may be interested to learn more about it. The hydropower facilities, related lands and water are located along Lee Vining Creek near the town of Lee Vining, California.

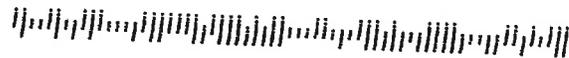
To find more information about the relicensing process and the Lee Vining Project, including maps, future public meeting dates, and other project details, please visit SCE's relicensing website at www.sce.com/leevining.

FILED

If you are interested in participating in the relicensing proceeding, please complete the **Contact Registration Form** and the **Project Interest Questionnaire** on the website listed above. This will ensure you are included on the distribution list and will receive future relicensing communications and meeting notifications.

Board of Supervisors for Mono County
PO Box 715 Bridgeport, CA 93517

JUN 3 2020
MONO COUNTY CLERK





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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

TIME REQUIRED

SUBJECT SCE Response to Board Letter re:
Vegetation Management in the June
Lake

**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 Southern California Edison in response to the June 9, 2020 letter from the Mono County Board of Supervisors regarding SCE's vegetation management in the June Lake area.

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



Christine J. Fanous
Managing Director
Transmission & Distribution

June 10, 2020

VIA US MAIL & EMAIL

Honorable Stacy Corless
Chair of Mono County Board of Supervisors
PO Box 715
Bridgeport, California 93517

Re: Southern California Edison Vegetation Management/June Lake Area of Mono County

Dear Chairperson Corless and Honorable Members of the Board of Supervisors:

On behalf of Southern California Edison (SCE), thank you for your letter of June 9, 2020 sent to Kevin Payne, who asked me to respond on the substantive issues. Mono County's letter asks SCE to cease vegetation management work on private properties in the community of June Lake until impacted property owners are given an opportunity to be heard at a community meeting. The purpose of this response is to advise the Board of SCE's existing vegetation management protocols, describe supplemental steps being taken by SCE to improve opportunities for impacted property owners to be heard, and to provide a brief overview of SCE's position regarding its mandate and statutory right to perform vegetation management work, especially in high fire risk areas. In the interim and as described more fully below, SCE will temporarily recalibrate its work in the community of June Lake for five days to afford the County and June Lake residents time to provide SCE with input or express concerns regarding our ongoing vegetation management work that is critically important to ensure public safety and for wildfire mitigation.

Nature of SCE's Vegetation Management Work

As a threshold matter, SCE respectfully notes that June Lake has been identified by the California Public Utilities Commission (CPUC) as being located in a High Fire Threat District. SCE understands that Mono County's Community Wildfire Protection Plan similarly identifies the June Lake community (among others) to be particularly susceptible to wildfire risk. The County's plan also identifies electric lines as a potential fire hazard and requires in pertinent part, the "...clearing of flammable vegetation away from power lines near homes." https://mammothlakesfd.homestead.com/Prevention/WUI/monocountywpp_2_.pdf (last accessed June 9, 2020). The arrival of hot summer weather, accumulation of vegetation from the past wet-season, resulting summer dry conditions and high winds significantly increase the risk of wildfire in June Lake and other areas of the county. Therefore, SCE's program of preventatively pruning or (as applicable) clearing overgrown, dying, decayed, or dead trees or branches from within and proximate to our electric lines is critically important because it mitigates the risk of

wildfire ignition and other significant public safety hazards caused by dying or decayed vegetation coming into contact with our electric lines. Similarly, SCE's removal of hazardous trees that also pose a risk of falling into the lines is another critical component of minimizing the risk of vegetation-caused ignitions.

SCE's vegetation management program is designed to ensure that tree pruning and removal work is performed safely and efficiently. However, our program is also sensitive to the concerns of our community partners and customers regarding the method and manner by which SCE performs this work. For example, SCE is in the process of pruning and removing trees within a 3,000 acre area proximate to June Lake. To accommodate requests from the County that vegetation management work not disrupt family gatherings and community recreation, SCE is attempting to expedite this work to facilitate completion prior to the 4th of July holiday.

SCE is also sensitive to the concerns attributed to certain residents in the County's letter that our work was either not reviewed by arborists or that our contractors are not following through with pre-approved plans. As noted below, SCE employs and uses certified arborists in its vegetation management work, especially in identifying hazardous trees. Please note, SCE has not been forwarded copies of these complaints and respectfully requests that the County provide these complaints to SCE so that we may address them. It may also be helpful for the County to understand the considerable efforts taken by SCE to ensure that our work is performed efficiently, safely, and in a planned and highly supervised manner that is both sensitive to our customers, the community, and the environment.

Overview of SCE's Vegetation Management Program

SCE's Utility Vegetation Management (UVM) program is comprised of three major workstreams: routine line clearing, dead and dying tree removal, and hazardous tree mitigation. SCE's program for the inspection, pruning, or removal of trees and other vegetation is administered and supervised by a team of certified arborists on SCE's staff. Given that the concerns expressed relate to dead and dying tree removal and hazardous tree mitigation, SCE is describing the processes specific to those activities.

During the planning phase, SCE's staff performs an initial review of a potential site to determine whether certain trees need to be pruned or removed to mitigate hazardous conditions. Trees that have been identified for pruning (marked with a dot) have been identified by our arborists and trained staff as being either at risk for making contact with SCE's lines or such trees contain dead or severely decayed limbs that will likely separate in a significant weather/wind event. Trees that have been identified for removal (marked with an "X") have been carefully evaluated and determined to pose a significant risk of collapse and falling into electrical facilities. A number of these trees may otherwise appear to be healthy when passively examined by members of the public. However, these trees typically lack structural support due to long term damage attributable to boring insects, birds, disease, or the effects of drought and/or aging. Put simply, the damage is typically not seen by the naked or untrained eye and can only be assessed by careful examination of a tree's health, structure, roots, soil, site conditions, and other factors. The actual work of trimming or removal is performed by licensed contractors who are certified for forestry

management work. Finally, SCE coordinates its vegetation management planning in a manner that is sensitive to the environment and protected species.

Prior to engaging in UVM activities, SCE's environmental team evaluates each prescribed location to determine whether there are specific environmental mitigation strategies that need to be implemented. SCE's contractors are also routinely trained by SCE's environmental team to evaluate the trees prior to the actual start of pruning or tree removal. If nests or sensitive species are discovered either during the screening or vegetation pruning/removal phase, work stops and SCE's environmental team (including biologists) evaluates the plan to determine whether additional protective measures are needed. Work resumes only after these protective measures have been implemented.

Public Involvement/Opportunity to be Heard

SCE shares the County's goal of providing our customers with clear information regarding the nature and scope of our work. For example, whenever a jurisdiction expresses an interest, SCE schedules utility coordination sessions to discuss planned work with County staff. During these sessions, SCE frequently addresses issues or questions on a wide range of subjects including vegetation management. In addition, SCE regularly schedules community forums to share information regarding planned infrastructure improvements, outages, and electrical safety. During these meetings, SCE staff are available to answer any questions members of the public may have. SCE's records indicate that the last community forum was held virtually on April 30th. SCE's meeting notes indicate that some members of the public expressed considerable concern regarding fire safety and SCE's efforts to mitigate the risk of wildfire. In addition to notice at the community level, SCE also provides impacted property owners with specific or targeted notice.

Prior to performing vegetation management work targeting hazard trees on private property, SCE both posts and mails notices to impacted property owners. SCE's vegetation management staff are available to respond to questions or concerns our customers may pose regarding the contents of the notice or planned work. Where it is safe and practicable to do so, our staff also frequently accommodate requests made by customers.

Despite SCE's considerable planning efforts, we understand from the County's letter that certain impacted owners remain concerned regarding SCE's work. The County's letter references that some property owners believe a particular tree should not have been removed while other owners expressed concern regarding trees or remnants of trees that should be removed. SCE would appreciate the County forwarding these concerns to our staff so we may evaluate the specific instances and photographs discussed in your letter. It should also be noted that SCE's work is not yet complete. Therefore, objections regarding the quality of SCE's vegetation management or adherence to plans laid out by our arborists may be premature until the work is complete. Nevertheless, SCE commits to implement the following supplemental measures to address the concerns received by the County.

Supplemental Steps to Address the County's Concerns

SCE is prepared to make contact with individual customers who have expressed concerns to the County. Again however, SCE requests that the County forward these concerns (including photographs) to enable us to make these contacts and implement remedial measures if needed. In addition, under separate cover, SCE will provide the County with a primary point of contact the County may refer residents should there be a future complaint regarding trees identified for pruning or removal and/or concerns regarding the quality of SCE's vegetation management work. Finally, SCE has augmented its field staff in June Lake with additional arborists and staff. SCE will ensure that our arborists communicate with customers who identify themselves as having concerns either onsite (at the property) or by phone. Our employees will of course continue to observe COVID-19 protective requirements including the wearing of a mask and maintaining adequate separation during any face-to-face discussions.

Public Forum on Wildfire Mitigation Efforts

SCE is also pleased to note that its next public forum in Mono County is scheduled on **June 16th**. Due to the COVID-19 pandemic, the meeting will take place online. SCE notes that an online meeting addresses the County's concern regarding residents not being able to provide SCE with input because they do not live onsite. SCE will ensure that the online forum addresses SCE's vegetation management program and SCE further commits to follow up on site-specific concerns expressed by customers at the online meeting. Meetings with out of town residents can be accomplished via a call with photographs or (where possible) Facetime/video conferencing from the field.

SCE trusts that its summary of its vegetation management process and proactive steps now being implemented will address the County's concerns. It is not SCE's intent to antagonize the County and SCE does not believe a lengthy point/counter-point response to the County's legal position will be particularly helpful. However, SCE respectfully submits the following brief overview of the legislature's support for SCE's position.

Overview of SCE's Position/Legislative Approval to Entry on Private Property

Following a series of devastating wildfires and the state's recognition of the continued impact of global warming, the legislature adopted a number of measures with the express goal of mitigating the risk of wildfire and wildfire ignition attributed to utilities. These measures dovetailed with decisions of the California Public Utilities Commission acting in concert with other state agencies (such as Cal Fire). *See, e.g.,* California Public Utilities Decision No. 19-05-035. Both the legislature and CPUC required utilities to mitigate the risk of wildfire by (in pertinent part) developing robust wildfire mitigation plans (WMPs). *See, Public Utilities Code Section 8386(b)(8)* (vegetation management a required component of utility wildfire mitigation plans). SCE recently received provisional approval from the CPUC of its 2020 WMP which includes an extensive discussion of both SCE and the CPUC's expectations for ongoing vegetation management. The legislature also recognized the practical challenges associated with clearing vegetation from and proximate to power lines. These challenges include performing vegetation

management on private property where SCE may or may not have an easement or the consent of the property owner to enter the property.

As the County's letter correctly states, Sections 4292 and 4293 of the Public Resources Code authorize public utilities to perform vegetation management work as a matter of right even if the utility does not have an easement on the subject property. Section 4293 of the Public Resources Code establishes minimum clearances between vegetation and conductors. However, the County's letter argues that the text of that statute only provides for vegetation management if the director of the agency responsible for fire protection determines that the protection or work is necessary. SCE respectfully disagrees.

The County's letter focuses upon the first part of the operative text of Section 4293 but omits the second part. That section states:

...[A]ny person that owns, controls, operates, or maintains any electrical transmission or distribution line upon any mountainous land, or in forest-covered land, brush-covered land, or grass-covered land shall, during such times and in such areas as are determined to be necessary by the director or the agency which has primary responsibility for the fire protection of such areas, maintain a clearance of the respective distances which are specified in this section...

Dead trees, old decadent or rotten trees, trees weakened by decay or disease and trees or portions thereof that are leaning toward the line which may contact the line from the side or may fall on the line shall be felled, cut, or trimmed so as to remove such hazard. The director or the agency which has primary responsibility for the fire protection of such areas may permit exceptions from the requirements of this section which are based upon the specific circumstances involved.

(Emphasis added). Section 4293 empowers (in this case) Cal Fire to require a utility to implement clearances. The foregoing section does not preclude a utility from voluntarily taking such action and the bottom portion of the text clarifies the state's expectation and parameters of the work. Even if the County's interpretation that the Director of Cal Fire is required to offer a case-by-case demand for vegetation management were correct, Cal Fire has already approved vegetation management work by utilities in numerous respects.

Indeed, Cal Fire along with the Governor's Office of Emergency Services (OES), and the CPUC issued a joint directive to SCE on March 27, 2020. The Joint Agency Directive provides Cal Fire's expectation that vegetation management work will continue during the COVID-19 crisis. Similarly, Cal Fire adopted Section 14, Code of California Regulations Section 1253 which states, "The minimum firebreak and clearance provisions of PRC 4292-4296 **are applicable** during the declared California Department of Forestry and Fire Protection fire season for a respective county. The Director shall post the declaration on the official Department web site."

(Emphasis added). Other examples of Cal Fire’s approval of vegetation management are footnoted below.¹

As the County also notes, the legislature gave utilities the right to enter private property for the purpose of performing vegetation management work on the utility’s own motion. *See*, California Public Resources Code Section 4295.5. However, the County’s letter indicates that Section 4295.5 does not authorize the full scope of SCE’s vegetation management activities and that SCE has not provided adequate notice. SCE respectfully disagrees with the County’s reading of the statute. The operative text states:

...[A]ny person who owns, controls, operates, or maintains any electrical transmission or distribution line may traverse land as necessary, regardless of land ownership or express permission to traverse land from the landowner, after providing notice and an opportunity to be heard to the landowner, to prune trees to maintain clearances pursuant to Section 4293 and to abate, by pruning or removal, any hazardous, dead, rotten, diseased, or structurally defective live trees. The clearances obtained when the pruning is performed shall be at the full discretion of the person that owns, controls, operates, or maintains any electrical transmission or distribution line, but shall be no less than what is required in Section 4293. This section shall apply to both high fire threat districts, as determined by the California Public Utilities Commission pursuant to its rulemaking authority, and to state responsibility areas.²

(b) Nothing in subdivision (a) shall exempt any person who owns, controls, operates, or maintains any electrical transmission or distribution line from liability for damages for the removal of vegetation that is not covered by any easement granted to him or her for the electrical transmission or distribution line.

¹ *See also*, 14 Code of California Regulations, Section 1252 (“The Director [of CalFire] **will** apply PRC 4292-4296 in any mountainous land, forest covered land, brush covered land or grass covered land within State Responsibility Areas unless specifically exempted...”); CPUC Decision No. 17-12-024. In that decision, the CPUC authorized utilities to disconnect customers who refused to facilitate access for vegetation management to ensure compliance with Public Resource Code Section 4293 (“...we agree with PG&E that Tariff Rule 11 should be amended to apply to customers who obstruct access to overhead power lines for the purpose of maintaining the vegetation clearances mandated by California Public Resources Code Sections 4292 and 4293. These vegetation clearances are similar to, and serve the same purpose as, the vegetation clearances mandated by [CPUC General Order 95]...Consequently, a breach of the vegetation clearances mandated by [Sections 4292 and 4293]... poses essentially the same threat to public safety as a breach of the minimum vegetation clearances mandated by [CPUC Rule]...”). Finally, in CPUC Decision No. 12-01-032, CalFire advised the CPUC of its view that utilities should be afforded flexibility in the performance of work vegetation management work to comply with the requirements of Section 4293 (“...[W]e adopt the recommendation in Cal Fire’s reply comments on the proposed decision to...state that the minimum time-of-trim guidelines may be exceeded when necessary to comply with the minimum clearance requirements applicable to state responsibility areas pursuant to Public Resource Code Sections 4102 and 4293.”).

² As noted earlier, June Lake is located in a CPUC identified high fire threat district.

(Emphasis added). The foregoing text gives SCE full discretion to determine appropriate clearances when performing vegetation (which includes pruning or removal of trees). SCE also notes that Section 4295.5 expressly permits SCE “to abate, by pruning or removal, any hazardous, dead, rotten, diseased, or structurally defective live trees.” SCE respectfully disagrees with the County’s suggestion that SCE is “removing trees and vegetation carte blanche.” As summarized above, SCE’s program is carefully planned, supervised, and monitored by trained arborists.

Finally, SCE acknowledges its responsibility under Section 4295.5 to provide customers with an opportunity to be heard prior to accessing their properties for vegetation management in non-emergency situations. Although SCE’s existing noticing protocols are fully compliant with the state’s requirements, SCE will begin implementing the supplemental measures detailed above.

To provide the County and residents with time to contact SCE’s onsite arborists and to prepare for our online community meeting, SCE has agreed to recalibrate our vegetation management work in June Lake for the next five days. Starting today (Wednesday) through and including Sunday, SCE’s workers will confine vegetation management to the removal of residual debris (site clean-up) and vegetation management on properties where the underlying ownership has given SCE express consent. SCE will resume regular scheduling of vegetation management work on Monday, June 16th.

Once again, thank you for bringing the County’s concerns to our attention. It is in all parties’ best interest to work together cooperatively to best serve our communities and ensure public safety. We look forward to our continued collaboration with the County and meeting with County staff and customers at our June 16th online forum. SCE is confident that we can address the County’s concerns over the next several days and appreciate the County bringing these concerns to our attention. In the interim, please feel free to contact me at (909) 274-3341 or Cal Rossi at (559) 331-4555 should you have any additional questions or concerns.

Sincerely,
/s/ Christine J. Fanous

Christine J. Fanous
Managing Director
Transmission & Distribution
Southern California Edison

cc: Ms. Schereen Dedman,
Mr. Jason Canger,
Mr. Robert Lawton, and
Ms. Stacey Simon, Esq.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

TIME REQUIRED

SUBJECT Governor's Proclamation of the
General Election

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A proclamation by the Governor of the State of California that the General Election will be held throughout the state on Tuesday, November 3, 2020.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Proclamation](#)

History

Time

Who

Approval

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

FILED
in the office of the Secretary of State
of the State of California

JUN 03 2020
By *[Signature]*
Deputy Secretary of State

**A PROCLAMATION
BY THE GOVERNOR OF THE STATE OF CALIFORNIA**

I, **GAVIN NEWSOM**, Governor of the State of California, pursuant to section 12000 of the Elections Code, proclaim that a General Election will be held throughout this State on Tuesday, the 3rd day of November 2020, at which the following offices are to be filled:

Presidential electors;

Representatives to the Congress of the United States from each of the 53 congressional districts of the State;

State Senators from odd-numbered districts of the 40 senatorial districts of the State;

Members of the Assembly from each of the 80 assembly districts of the State; and

All such other state, county, judicial, or other offices as are provided by law to be filled at such election.

I further proclaim that at such election there will also be submitted to the voters such proposed constitutional amendments, questions, propositions, and initiative measures as are required to be so submitted by the Constitution and laws of this State.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 3rd day of June 2020.



[Signature]

GAVIN NEWSOM
Governor of California

ATTEST:

[Signature]

ALEX PADILLA
Secretary of State



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 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) Recreation, including updates on the status of facilities on federal lands; (2) Returning to in-person Board meetings.

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:

[Click to download](#)
No Attachments Available

History

Time	Who	Approval
6/11/2020 2:38 PM	County Administrative Office	Yes
6/11/2020 8:05 AM	County Counsel	Yes

6/11/2020 2:42 PM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Information Technology; Sheriff

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

PERSONS APPEARING BEFORE THE BOARD Nate Greenberg

SUBJECT Public Safety Power Shutoff - County/Town Response Efforts

AGENDA DESCRIPTION:

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

Mono County has partnered with the Town of Mammoth Lakes to establish a small task force aimed at ensuring adequate messaging and safety considerations are in place for Public Safety Power Shutoff (PSPS) events. This agenda item will provide an overview of how the County and Town are preparing for and responding to PSPS events initiated by either Southern California Edison (SCE) or Liberty Power.

RECOMMENDED ACTION:

Receive update and provide staff direction, as appropriate.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 932-5500 / ngreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> PSPS Presentation
<input type="checkbox"/> PSPS Talking Points
<input type="checkbox"/> PSPS Phase II Press Release

History

Time	Who	Approval
6/11/2020 2:38 PM	County Administrative Office	Yes
6/10/2020 6:14 PM	County Counsel	Yes
6/11/2020 2:40 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

June 16, 2020

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Public Safety Power Shutoff – County/Town response efforts

Recommendation

1. Receive update and provide staff direction as appropriate.

Discussion

The "Public Safety Power Shutoff" (PSPS) program is utilized by electric utilities such as Southern California Edison (SCE) and Liberty Power as a preventative measure of last resort to mitigate the potential for utility caused wildfire. In essence, if there is an imminent and significant risk that strong winds may topple power lines or cause vegetation-related ignition, the utility may proactively turn off power in high fire risk areas.

Mono County has partnered with the Town of Mammoth Lakes to establish a small task force aimed at ensuring adequate messaging and safety considerations are in place for Public Safety Power Shutoff (PSPS) events.

This agenda item will provide an overview of how the County & Town are preparing for and responding to PSPS events initiated by either Southern California Edison (SCE) or Liberty Power.

Fiscal Impact

None at this time.

Strategic Plan Alignment

Mono County Strategic Priorities

1. Improve Public Safety & Health
2. Enhance Quality of Life for County Residents
- ✘ 3. Fiscally Health County & Regional Economy
4. Improve County Operations
5. Support the County Workforce

IT Strategic Initiatives

- ✘ 1. Customer Success
2. Infrastructure & Security
3. Communications
- ✘ 4. Engaged & Empowered Users
5. Usability & Access
- ✘ 6. Data Quality & Availability



Updates & Agency Response

June 2020



AGENDA

- **Level Setting**
 - Event retrospective
 - Utility conversations / interactions
- **Utility Engagement & Actions**
- **Agency Response**
 - Resources
 - Action Plan
 - Talking points
- **Phase II Rule-Making**
- **Self-Generation Incentive Program (SGIP)**
 - Resiliency Zones

NOT ON THE AGENDA

(But still important)

- **Overall Wildfire Mitigation Plan**
- **Vegetation Management**
- **Infrastructure Hardening**

EVENT RETROSPECTIVE

← → ↻ monocounty.ca.gov/prepared/psps

Apps COVID Mail - Nate Greenb... monocounty.quickb... PORTAL Innoprise Software... TimeLive - Online w... OpenGov Adobe Sign, an Ad... PSPS Notebook

MONO COUNTY
California's Eastern Sierra

RESIDENTS BUSINESS VISITORS GOVERNMENT

Official SCE Information

PSPS EVENT RETROSPECTIVE

The interactive dashboard below provides a visual way to understand the impact of PSPS events in Mono County.

[Open Dashboard](#)

 PSPS Event Retrospective 

Event Summary Event Detail Welcome  



Welcome to the Mono County PSPS Retrospective Analysis Dashboard

This application provides users with an interactive view into the past PSPS events in Mono County.

Across the top of the page are tabs which are designed to help you better understand the overall impact of PSPS events as well as get greater detail about each one of those events.

The graphs and charts on each page are interactive. By clicking on them you can select and filter the overall dataset to get additional clarity about each event.

UTILITY CONVERSATIONS

SCE

- Joint County-Town Meeting (Feb)
- County Coordination Meeting (May)
- Topic specific conversations

Liberty

- County Coordination Meeting (May)
- Technical conversations

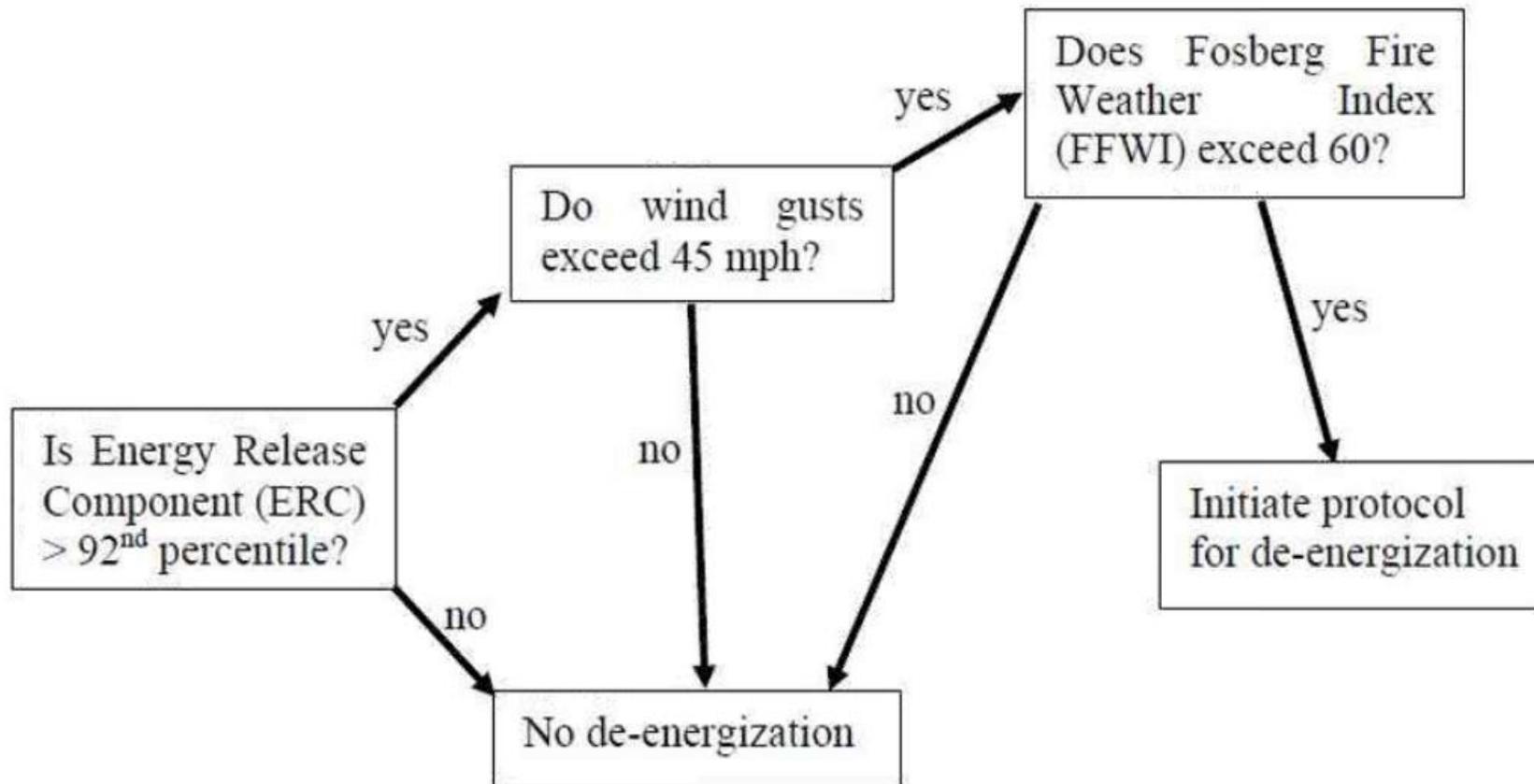
SCE ACTIONS

- **Improved mapping and information**
 - Interactive maps on website
 - Circuit segmentation
 - Improving customer notifications
- **Community Resource Centers**
- **Resiliency Zones**

LIBERTY UTILITIES

- **Newly approved PSPS / WMP**
- **Coordination with Mono**
- **Coordination with NV Energy**
 - Downstream issues / challenges

PSPS Decision Making Matrix



AGENCY REACTION & RESPONSE

Manage and react to PSPS within the areas we can control...

- **Asset & Infrastructure Identification**
 - Business Continuity planning and resiliency building
 - 36 total circuits throughout Mono County (35 SCE)
 - 50 sites with 'services'
- **Managing Risk Transference**
 - Messaging (Internal and External)
 - Continuity of Emergency Services
 - Cooling/Warming Centers

ACTION PLAN

**Internal Business
Continuity &
Resiliency Efforts**

**PSPS Event
Management &
Messaging**

**External
Coordination &
Advocacy**

INTERNAL BUSINESS CONTINUITY & RESILIENCY

GOAL

Continuity of agency operations to ensure adequate support to the community during any type of emergency or unforeseen event

- **Business Continuity Planning**
 - Department level operational overview
 - Evaluation of Core Services & Delivery
- **Infrastructure Upgrades**
 - Critical facilities
 - Generators
- **Policy, Practice, and Education**
 - Response protocols
 - Labor considerations
 - Staff knowledge

PSPS EVENT MANAGEMENT & MESSAGING

GOAL

Ensure effective management of PSPS events and provide near-real-time information provided to agency partners and public

- **Incident Command/Ops Team for each event**
 - Emergency Services, PIO, IT/GIS
- **SCE Coordination**
 - Deeper understanding of actions & events
- **Collaborate with Agency Partners**
 - Proper messaging to interested parties
- **Improve public information**
 - Use GIS, Web, Social, and Reverse 911 to inform

EXTERNAL COORDINATION & ADVOCACY

GOAL

Mitigate the impact of PSPS events by coordinating with SCE and working with OES & CPUC as well as residents and businesses to inform and react effectively

- **Engage with business/residential community**
- **Access & Functional Needs customer safety**
- **Opening of community centers**
- **Collaboration with utilities for operations**
- **Coordination with CalOES**
- **State legislative involvement & lobbying**

CUSTOMER NOTIFICATION TRIGGERS

DEFINITIONS

TRIGGER

2 Days Ahead Monitor Status	1 Day Ahead Monitor Status	Imminent Status	De-Energization	Re-Energization - (Monitor Status)	Averted
------------------------------------	-----------------------------------	------------------------	------------------------	---	----------------

Monitor
Circuit is being watched by SCE for potential risk & de-energization

Imminent
Power could be proactively shut off at any moment by SCE

De-Energization
Power has been shut off to circuit by SCE to prevent possibility of wildfire

Averted
Circuit has returned to normal operating status

SCE ACTION

1 st Customer notification sent warning of potential	2 nd Customer notification sent warning of potential	Customer notification sent indicating imminent nature	Customer notification sent indicating power shutoff	Customer notification sent indicating power restored	Customer notification sent indicating end of event
---	---	---	---	--	--

MONO COUNTY ACTION

Updates made to Public PSPS Map & Portal with impacted circuits and Period of Concern	Updates made to Public PSPS Map & Portal with impacted circuits and Period of Concern	CodeRed & iPAWS notifications from Sheriff - Social Media updated with time estimates - Map updates on public Portal	CodeRed & iPAWS notifications from Sheriff - Social Media updated with info as available - Map updates on public Portal	Social Media updated with info as available - Map updates on public Portal	Social Media updated with info as available - Map updates on public Portal
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CodeRed:
An opt-in registry used by the Sheriff to notify of emergencies (registration below)

iPAWS:
An 'Amber Alert' like service sending notice to cell phones in area

INTERNAL TRIGGER POINTS AND PROCESS

		3 Days Ahead	2 Days Ahead	1 Day Ahead	Status Change	Imminent Status	De-Energization	Re-Energization	Averted
AGENCY RESPONSE SCE RESPONSE	SCE IMT Activated & County OAs Informed	1 st Agency & Customer notification sent	2 nd Agency & Customer notification sent	Agency & Customer notification sent					
	IC Team Established	IC Tracking w/ SCE IMT	IC in 12h Ops. Cycle	IC & SCE Coordination	IC in 12h Ops. Cycle	IC Disband & Debrief			
	Event Created	Event Active							Event Closed
COMMUNICATION TIER 2 PUBLIC	Map Created with PoC	Map Updates	Map Updates	Map Updates	Map Updates	Map Updates	Map Updates	Map Updates	Map Updates
	SCE Liaison Email Fwd.	SCE Liaison Email Fwd.	SCE Liaison Email Fwd.	SCE Liaison Email Fwd.	Custom Email & Teams Chat	SCE Liaison Email Fwd.			
	Map Only	Map Only	Map Only	Map Only	CodeRed/iPaws Social Media	CodeRed/iPaws Social Media	CodeRed/iPaws Social Media	CodeRed/iPaws Social Media	Map Only

PSPS PORTAL

The screenshot shows a web browser window displaying the Mono County Preparedness Portal. The browser's address bar shows the URL `monocounty.ca.gov/prepared/psps`. The page features a dark green header with the Mono County logo and navigation links for Residents, Business, Visitors, and Government. Below the header is a teal banner with the text "Preparedness Portal". The main content area is titled "Public Safety Power Shutoff Information" and includes a section for "CURRENT OUTAGE INFORMATION" with four buttons: "Get SCE Notifications", "Code Red Registration", "AFN Registration", and "View Full Map". To the right of these buttons is a logo for "PUBLIC SAFETY POWER SHUTOFF" featuring a power button icon and a map outline of California. At the bottom, there is a map interface with a search bar labeled "Mono County SCE Public Safety Power Shutoff Incident Briefing" and a search input field containing the text "Find address or place". The map shows a green shaded area in the lower-left quadrant, with labels for "Belfort", "Fales Hot Springs", and "Upper Town".

Public Safety Power Shutoff Infor x +

monocounty.ca.gov/prepared/psps

Apps COVID Mail - Nate Green... monocounty.quickb... PORTAL Innoprise Software... TimeLive - Online w... OpenGov Adobe Sign, an Ad... PSPS Notebook

MONO COUNTY
California's Eastern Sierra

RESIDENTS BUSINESS VISITORS GOVERNMENT

Preparedness Portal

Public Safety Power Shutoff Information

CURRENT OUTAGE INFORMATION

Get SCE Notifications Code Red Registration AFN Registration View Full Map

PUBLIC SAFETY
POWER SHUTOFF

Mono County SCE Public Safety Power Shutoff Incident Briefing Find address or place

Belfort

Fales Hot Springs

Upper Town

PHASE II RULEMAKING

- **Adopted by CPUC on May 28th**
 - Effective immediately
 - 2mo. progress reporting

- **Recognition of coincidence with COVID impacts**

PHASE II : NEW REQUIREMENTS

- **Establish Working Groups & Advisory Boards**
- **Develop communication and notification plans**
- **Closer collaboration with communication providers**
- **Improve / expand critical care customer programs**
- **Increase accuracy of PSPS execution**

PHASE II : GUIDELINES

- **Community Resource Centers**
- **Service Restoration**
- **Backup power for infrastructure**

SGIP / RESILIENCY ZONES

- **CPUC allocated \$1.2b thru 2024**

- \$612m in Equity Resiliency Budget (63%)

- Low income / medical baseline residential customers
- Critical facilities & infrastructure

- **SCE Resiliency Zones**

- 6 sites – Bridgeport; Lee Vining; June Lake; Mammoth; Crowley



QUESTIONS





PUBLIC SAFETY POWER SHUTOFF CONSIDERATIONS & COMMENTS

Mono County, CA

PHASE 1 & GENERAL COMMENTS

FUNDAMENTALS

- It is recognized that carefully tailored PSPS events which are expertly informed play a role in avoiding catastrophic wildfires
- PSPS events alone are not a panacea for preventing wildfire events during high risk conditions
- The impact of PSPS events is significantly greater on rural communities such as Mono County. These impacts are heightened due to the high visitation which our region sees throughout the year.
- The ability for local agencies to impact the decision making and operations of any IOU is severely diminished, meanwhile all of the risk which was previously realized by the utility is being transferred to the local agencies & responders

UNIQUE CHARACTERISTICS:

- Remote, rural nature leaves us at least six hours away from receiving any supporting services
- High desert character of the region leads to extreme environmental challenges (deep snow, high winds, cold/heat extremes, etc.) which can quickly become life threatening
- Rural portions of the County are home to elderly and low-income populations
- Residents are more likely to rely on private groundwater wells and do not always have the resources to acquire backup generation necessary to deliver water for drinking & sanitation
- Community Resource Centers are inadequate in delivering the necessary services to our residents and visitors
- Local economies are heavily dependent upon tourism and host millions of visitors annually – many of whom are not prepared to be without power while on vacation
 - Frequent PSPS events in the area may act as a deterrent for visitors in the future
 - Local small businesses stand to lose revenue and inventory and often do not have the financial wherewithal to invest in the necessary infrastructure to protect themselves from the outages, or effectively recover from them

COMMUNICATIONS CHALLENGES:

- Aging landline infrastructure with poor architecture is not resistant to power outages in all areas of the County leaving customers without access to POTS and 911 services
- Fewer households retain traditional telephone service and increasingly rely on cellular and broadband based technologies. Some of these networks are not designed to be resilient to power outages resulting in loss of telephone service, 911 access, and the ability access information about outages or other hazardous conditions
- Require utilities to coordinate with local telecommunications providers and emergency response partners to ensure the resiliency of communications systems during a PSPS event.
- Require telecommunications providers to ensure their infrastructure remains operational during a power outage (generators for cell towers)
- Require that any broadband provider who is also delivering telephone service ensure that their network remains operational during a prolonged power outage (PSPS or unplanned)

IMPROVE NOTIFICATION AND SHARING INFORMATION WITH LOCAL GOVERNMENT

- Real-time information must be made available to the emergency managers within the agencies via web-based services consisting of GIS data and other associated information which can be seamlessly integrated into existing services and operations and repurposed/passed through to the general public
- Fully embed local representatives in utility emergency operations centers either in person or virtually

Access & Functional Needs / Medical Baseline Information Sharing

- Eliminate cumbersome restrictions that inhibit the provision of emergency services by allowing information about medical baseline customers, Access and Functional Needs (AFN) populations, and critical facilities to be shared between utilities and local agencies while maintaining the confidentiality of sensitive information.
- Prohibit the use of nondisclosure agreements prior to sharing with local agencies information on medical baseline customers, AFN customers, and critical facilities.
- Generally require local agencies to maintain the confidentiality of that information, but allow it to be used or disclosed as necessary to plan for, prepare for, or respond to public safety power shutoff events.
- Require advance notification to public safety partners before public notification so locals can prepare for and respond to inquiries from the public.
- Require utilities to share the same maps and information regarding the areas impacted by a PSPS event with public safety partners that they use in internal operations.
- The utility should further coordinate with local agencies and cross-reference AFN with the utility's critical care database to ensure that customers are only needed to be contacted once.

IMPROVE NOTIFICATION AND SHARING INFORMATION WITH CUSTOMERS

- Require utilities to work with customers with master meters to obtain contact information about residents served by those meters in order to provide notifications.
- Provide the opportunity for anyone to register for notifications through an online portal regardless of whether they are a customer at that location or not. This will assist caregivers to better understand the impact of a potential power outage a patient's location.
- Require utilities to communicate customer notifications through multiple mediums, especially for and tailored to known AFN populations, including, but not limited to visiting these customers in person at their place of residence.
- Ensure utilities have adequate capacity to handle the volume of traffic on websites and call volumes anticipated for a given PSPS event.
- Utilities must deliver information in the form of interactive GIS interfaces and related services/applications

IMPROVE NOTIFICATION AND MITIGATION FOR BASELINE AND ACCESS AND FUNCTIONAL NEEDS (AFN) POPULATIONS

- Modify SB 167 (Dodd) of 2019's requirement for utilities to mitigate the impacts of de-energization on medical baseline "customers" to additionally include mitigation of impacts on all persons who rely upon "life-support equipment, as defined in PUC Section 739(c)(2)," including those who live within a facility served by a master meter.
- Require the CPUC to direct utilities to expand the list of medical baseline and AFN populations that require advanced warning of PSPS events by:
- Working with willing community-based organizations that serve AFN individuals to identify those who need advanced warning.
- Surveying customers (and residents who live in units served by a master meter) to determine whether the individual uses "life-support equipment, as defined in PUC Section 739(c)(2)" or has another reasonable need for receiving advanced warning.
- Provide the opportunity for anyone to register for notifications through an online portal regardless of whether they are a customer at that location or not. This will assist caregivers to better understand the impact of a potential power outage a patient's location.
- Accepting and incorporating lists voluntarily submitted by local agencies of those residents who meet the requirements above.
- Allow self-identification as an AFN customer for purposes of receiving advanced notification of PSPS events.
- Reduce the complexity around registration for the Medical Baseline and Critical Care customer programs within utilities – it should mimic the local agency AFN process.
- Require the CPUC to direct utilities to provide backup equipment, battery storage for devices, or transportation and lodging resources for people within the footprint of a PSPS that are disabled or who rely upon "life-support equipment."
- Require utilities to enter into MOUs with paratransit and other transportation providers to provide non-emergency transportation, at the utility's expense, for customers who need it, including isolated elderly who are dependent on durable medical equipment or life support equipment and cannot get to CRCs or other locations without assistance.
- Provide lodging resources for those who need to temporarily relocate to a hotel with power to operate their medical devices.

EXPAND ACCESS TO AND SERVICES PROVIDED BY COMMUNITY RESOURCE CENTERS

- Require utilities to coordinate in advance with local governments to identify sites for community resource centers and the level of services that will be available at those centers.
- Require the utility to establish CRCs, either itself or through reimbursement of local governments. Require CRC siting to reflect the geographic distribution of residents impacted by the PSPS.
- Where capacity exists, allow local governments to site and operate community resource centers, and require the utility to reimburse the local government for costs incurred in setting up and operating the CRC. As requested, work with local governments to increase capacity to operate CRCs by assisting with the procurement of necessary supplies.
- Require standing contracts to be executed in advance to ensure that CRCs can be opened quickly when needed.
- Require the utility to ensure that the CRCs can provide the services and supplies required by medical baseline and AFN populations as suggested by the respective local government. Assist with the procurement of supplies to help ready CRCs, as needed.
- Require the utility to work with the impacted local government to identify the CRC to be opened from the prepared list of facilities
- Ensure that the CRC is open during the hours needed by effected communities, as determined by local governments, from the beginning of the PSPS event until the final service restoration.

EXPAND THE DEFINITION OF “CRITICAL FACILITIES”

- Expand the definition of “critical facilities” for which the utility must currently provide advanced notification, assess the ability of each facility to maintain operations during de-energization events of varying length, and assess the need for backup generation to include the following:
- Schools and school districts
- Facilities designated by a local government as a staging or shelter site
- Private industrial facilities necessary for operation of emergency response operations (pipelines, etc.)

EVALUATE AND MITIGATE PSPS COSTS AND IMPACTS

- Require utilities to provide backup generation to local elections departments and polling places in the event a PSPS occurs on an election day, and to locally designated staging or shelter sites that are operated as Community Resource Centers.
- Require the CPUC or the utilities to perform a survey to better understand the local cost impacts resulting from PSPS events and efforts to improve the resiliency of critical infrastructure.
- Require utilities to work with the California Department of Public Health to perform health impact assessments of PSPS events due to downstream consequences of shutting off power.
- Use the outcomes of these studies to better understand and appropriately prioritize circuit de-energization in especially rural or extreme weather areas where downstream impacts may be significant.
- Require utilities to reimburse local governments for equipment necessary for maintaining operation of critical facilities during a PSPS event.
 - Including, but not limited to generators to ensure continuity of operations
- Require utilities to reimburse local governments for emergency, health, and social services personnel costs associated with responding to PSPS events and notifying and mitigating impacts on sensitive populations.
- Allow critical facilities to utilize generators to maintain operations without counting against local time limits on the operation of those generators.
- Allow manufacturers, solid waste processing facilities, and other businesses to reduce PSPS-related losses by requiring utilities to waive time of use charges for a number of hours commensurate with the duration of the PSPS event.

ESTABLISH CLEAR SYSTEM RESTORATION GOALS

- Accelerate service restoration to achieve an average system restoration of 12 hours after the “all clear” is given.
- Allow utilities to draw on mutual assistance processes to expedite service restoration where possible.
- Prioritize restoration of circuits serving critical facilities and those with high proportions of medical baseline and AFN populations
- Require utilities to promptly notify local governments as service is incrementally restored.

IMPROVE THE SCRUTINY AND UTILITY OF POST-EVENT REPORTS

- Require the submission of utility PSPS post-event reports as part of on-going proceedings, with service provided to all parties involved in that proceeding and to all local agencies impacted by the event.
- Allow all local agencies impacted by the PSPS event to receive party status and intervenor compensation, provide their own comments on their PSPS experiences, comment on the utility post-event report, and make recommendations for the utility to improve its processes.
- Require the utility to respond to comments and recommendations, including whether the recommendations will be incorporated for future events and an explanation for why any recommendation will not be incorporated.
- Require utilities to specify in the report the number of hours in advance the warning was given to each public safety, local government, and critical infrastructure contact and to disclose the number of customers and critical facilities provided with less than two-hours advanced notice of a PSPS event.

- Require the CPUC to evaluate utility post-event reports and comments by interested parties and consider whether additional changes to the rules governing PSPS events are warranted.

PHASE 2 COMMENTS & FEEDBACK

WORKING GROUPS & ADVISORY BOARDS

- The formal addition of Working Groups and Advisory Boards is good and a boon for us. We have been working within a capacity that looks like this with SCE for some time, but it is nice to have this formalized.
- Specifically the ability to feedback lessons learned and have it impact future rulemaking, etc.

COMMUNICATION AND NOTIFICATION PLANS

- IOUs shall contribute to at least 50% of the (annual) cost of a Public Alert & Warning System (such as reverser 911 or iPAWS). Further, the amount that is contributed through this must be allowed to serve as a portion of the matching funds referenced by the County when using PAWS as qualifying match withing EMPG or HSGP grant applications
- Information about the planned outages must be shared on a circuit-segment level, demonstrating the ability to 'surgically' control and minimize the footprint of the outage so that it is only targeting the truly exposed sections of an entire circuit.
- All customers must be provided with the name of the circuit and the sub-segment of that circuit. This information should either be included on the utility bill or be able to be looked up on the utility website
- The IOU's website must include interactive, GIS-based maps on their website which are updated in real-time for planned and unplanned outages.
- IOUs shall coordinate with 211 services to ensure that there is effective notification and awareness at the 211 call-center level such that the County does not need to relay that information while also managing the event.
- All websites must be mobile-first or mobile friendly
- The IOUs must validate customer addresses within their utility billing system to ensure that notifications are accurate per the location which is being referenced. This is particularly important for government, education, medical, and other critical services.

COMMUNITY RESOURCE CENTERS

- CRCs need to be put up in each community.
- The IOU shall be responsible for the staffing of the CRC, and/or reimburse the organization should the CRC be staffed by a local agency representative.
- The IOU shall pay for any costs incurred by the agency providing the physical CRC location

MEDICAL BASELINE / CRITICAL CARE CUSTOMERS

- IOUs shall lower the bar necessary to register for the Medical Baseline programs, perhaps implementing a separate parallel distinction which provides for critical care (AFN) customers who require power for medical or other life-saving devices, but do NOT request a rate reduction. There shall be no need to provide evidence, such as a prescription or doctors note to be part of this program.



California Public Utilities Commission
505 Van Ness Ave., San Francisco

FOR IMMEDIATE RELEASE

Media Contact: Terrie Prosper, 415.703.1366, news@cpuc.ca.gov

PRESS RELEASE

Docket #: R.18-12-005

CPUC ENHANCES COMMUNITY ENGAGEMENT AND COLLABORATION FOR UTILITY PUBLIC SAFETY POWER SHUT-OFF EVENTS

SAN FRANCISCO, May 28, 2020 – The California Public Utilities Commission (CPUC) today adopted new public safety measures that direct utilities to enhance their communication and collaboration with communities at risk of being impacted by a Public Safety Power Shut-off (PSPS) event and to implement additional measures that would minimize the duration and impact of PSPS events in advance of the 2020 wildfire season.

The updated guidelines seek to address issues that arose during the utilities' execution of their 2019 PSPS events. Specifically, these additional prescriptions intend to ensure utilities are taking the necessary steps to comprehend and address community needs as part of their PSPS planning and execution, and to minimize the duration and impact of a PSPS event on communities. The guidelines go into effect immediately and require progress reports by the utilities within two months, a critical requirement given the consideration of the current COVID-19 pandemic and response potentially coinciding with the wildfire season.

Guidelines to Ensure Utilities are Better Comprehending and Addressing Needs of Impacted Communities

Utilities are required to:

- Establish quarterly regionalized **working groups and advisory boards** with local communities, access and functional needs representatives, and public safety partners to ensure that utilities hear directly from impacted communities and experts in public safety on the effects of PSPS on communities and incorporate the feedback into their PSPS planning.



- **Work with communities to develop communication and notification plans** and ensure the utilities' websites allow the public to access precise locality information of potential and active PSPS event-impacted service points.
- **Provide communications carriers with meter and circuit IDs to be de-energized and re-energized in advance of taking action** to ensure communication carriers can deploy resources to minimize the impact of PSPS events on communications infrastructure.
- **Identify people who may be at medical or safety risk of an extended power outage, above and beyond those on a utility's Medical Baseline rate** and work in collaboration with public safety partners, local governments, and representatives of people/communities with access and functional needs to identify assistance required by current and potentially eligible Medical Baseline customers during PSPS events.
- **Plan and execute PSPS exercises in areas with highest historical and forecasted risk of PSPS** in coordination with the CPUC, the Department of Forestry and Fire Protection (CAL FIRE), the California Governor's Office of Emergency Services (Cal OES), and representatives of access and functional needs communities.

Guidelines to Minimize the Duration and Impact of PSPS Events on Communities

Utilities are required to:

- Finalize a **Community Resource Centers** plan within 60 days based on local demographic data for meeting a variety of safety needs for the access and functional needs community. Community Resource Centers should, at a minimum, provide device charging stations, cellular network services, water, chairs, PSPS information representatives, and restrooms, and must be operable from at least 8 a.m.-10 p.m. during a PSPS event.
- **Restore service after PSPS events** as soon as possible and within 24 hours from the termination of a PSPS event, unless it is unsafe to do so.
- Work with local, tribal, federal and state government agencies, and other private and public sector parties to **identify critical transportation, telecommunications, and water system infrastructure** located in PSPS-prone areas requiring backup generation to ensure that critical infrastructure is not brought offline during a PSPS event.



“The state cannot experience PSPS events on the scope and scale we experienced in 2019,” said CPUC President Marybel Batjer. “Through the guidelines adopted today, the CPUC is holding the utilities to a higher standard and expects them to prepare for and execute PSPS events in a manner that greatly reduces impacts on Californians.”

“The lack of coordination and communication that happened last fall was appalling. Utilities carried out PSPS events without adequate foresight or warning, and many impacted communities experienced extreme hardships as a result. The effects were especially devastating to the medically vulnerable and their families,” said Commissioner Martha Guzman Aceves. “Our Decision today focuses on how to further reduce the use of utility PSPS events and how to mitigate their impacts. At the core of many elements of our Decision is communication and planning -- with first responders, local governments, tribal governments, community choice aggregators, and customers. Utilities need to fundamentally understand and appreciate the value of these relationships, and this Decision sets tighter thresholds to ensure that these basic measures are taken in a timely manner.”

Said Commissioner Clifford Rechtschaffen, “These updated guidelines will increase public safety by improving communication between communities and utilities, adding clearer rules for setting up Community Resource Centers, and requiring improved notice of PSPS events.”

Said Commissioner Genevieve Shiroma, “I appreciate that our decision strengthens requirements regarding advance notification, especially for communications providers. It is essential that we do everything we can to keep communication networks up and running during utility PSPS events.”

Today’s Decision follows a May 2019 CPUC Decision ([D.19-05-042](#)) that adopted PSPS communication and notification guidelines for electric investor-owned utilities and presented the CPUC’s overarching de-energization strategy, along with updates to the requirements established in [Resolution ESRB-8](#). For more information, visit www.cpuc.ca.gov/deenergization.

The proposal voted on is available at:

<https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M338/K611/338611785.PDF>.



Documents related to this proceeding are available at:

https://apps.cpuc.ca.gov/apex/f?p=401:56:0::NO:RP,57,RIR:P5_PROCEEDING_SELECT:R1812005.

The CPUC regulates services and utilities, protects consumers, safeguards the environment, and assures Californians' access to safe and reliable utility infrastructure and services. For more information on the CPUC, please visit www.cpuc.ca.gov.

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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Public Works

TIME REQUIRED 5 minutes

SUBJECT Countywide Power Outage Continuity Plans

**PERSONS
APPEARING
BEFORE THE
BOARD**

Joe Blanchard, Facilities
Superintendent / Tony Dublino,
Director of Public Works

AGENDA DESCRIPTION:

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

Presentation of the Electrical Supply Interruption Continuity Plan that has been developed in response to Public Safety Power Shutoffs within Mono County. The plan details the county's current generator supply, future needs, and prioritizes these needs with a timeline for completion.

RECOMMENDED ACTION:

Receive presentation on the Electrical Supply Interruption Continuity Plan. Provide desired direction to staff.

FISCAL IMPACT:

No general fund impact anticipated this fiscal year as available funding will be utilized to implement interim plans. For long-term plans, requests may be made in future fiscal years.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760.932.5443 / jblanchard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Continuity Plans

History

Time	Who	Approval
6/11/2020 2:38 PM	County Administrative Office	Yes

6/10/2020 6:14 PM

County Counsel

Yes

6/9/2020 4:40 PM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 16, 2020

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Parks and Facilities Superintendent/Tony Dublino, Public Works Director

Re: Electrical Supply Interruption Continuity Plan

Recommended Action:

Receive presentation on the Electrical Supply Interruption Continuity Plan that is in response to Southern California Edison's Power Safety Power Shutoff (PSPS) events. The plan detail's the county's current generator supply, future needs, and prioritizes these needs with a timeline for completion. Provide desired direction to staff.

Fiscal Impact:

No general fund impact anticipated this fiscal year as available funding will be utilized to implement interim plans. For long-term plans, requests may be made in future fiscal years.

Background:

The County currently has 20 generators installed throughout the County. The generators have been installed over the years to power fuel systems, community centers, water systems, computer servers, as well as several phone systems.

The installation of the generators has been performed on an ad hoc basis, resulting in a variety of generator brands, capacities, fuel systems, wiring methods, and maintenance responsibilities. Each of the installed generators requires an individual maintenance program, which is performed by the Facilities Division of Public Works.

The purpose of this plan is to provide power to critical infrastructure as well as critical county operations in the event of a prolonged county wide PSPS event. This plan provides for a prioritized, systematic approach to meet the most immediate power needs in the shortest time frame.

Mono County Board of Supervisors
RE: PSPS Continuity Plan
June 16, 2020
Page 2 of 2

Please contact me at (760) 932-5443 or by email at jblanchard@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Joe Blanchard", with a long, sweeping underline.

Joe Blanchard
Parks and Facilities Superintendent



Electrical Supply Interruption Continuity Plan

Prepared By: Department of Public Works / Facilities Division

June 2020

Executive Summary

This Continuity Plan has been developed in response to the Power Safety Power Shutoff (PSPS) events that have and will continue to occur within Mono County. These events pose significant risks to the continuation of all County Services, across all County Departments.

The County already has backup power systems in place across a variety of facilities, but this infrastructure was designed to accommodate the typical power outage that occurred from time to time (prior to PSPS) and was focused on the preservation of emergency services and needs during those events. These outages were historically the result of extreme weather, failed infrastructure, or human-caused accidents. In general, the outages were confined to a given geographic area, and lasted less than 8 hours.

The outages now posed by PSPS events are entirely different. They may occur across the entire County at once, and last 24 hours or more. To date, the County has already experienced one such outage. During an event of this scale, the County's emergency services as well as non-emergency services are likely to be interrupted for some period of time, jeopardizing the County's ability to maintain timely response to needs across a variety of Departments.

The intent of this Plan is to identify the back-up power characteristics of each County facility where County services are provided and determine whether the backup power is sufficient for PSPS events. In the event current infrastructure is insufficient, the Plan establishes attainable "Interim Continuity Plans" to ensure a reasonable level of continuity of those services with currently available resources, and "Long Term Continuity Plans" to increase resilience and continuity as additional resources become available in the future.

The Plan is organized by community, with each facility and associated continuity plans listed separately. The Plan concludes with a prioritization of the Continuity Plans based on available resources and need.

County Facilities by Community

Benton

Building Name: Benton Community Center

Address: 58869 Highway 120, Benton, CA

Services provided: Community Center, Senior Center, emergency shelter.

Backup Power: 45 KW propane, auto start, 85% coverage of facility including AC.

Additional infrastructure Needed: Water pump is manual switch-over, should be changed to automatic.

Interim Continuity Plan: None - system meets essential needs.

Long-Term Continuity Plan: Add automatic water pump switch to auto system.

Bridgeport

Building Name: Bridgeport Sheriff's Administration Building

Address: 57 Bryant Street, Bridgeport, CA

Services Provided: Sheriff Administrative Functions

Backup Power: Existing 16KW Permanent backup generator. This generator is separate from the jail generator and powers 45% of the Sheriffs Administration facility. Currently meets essential administrative needs.

Additional Infrastructure Needed: None.

Building Name: Bridgeport Jail

Address: 85 Emigrant street, Bridgeport, CA

Services Provided: Jail Facility with 24/7 Operations.

Backup Power: New 60 KW portable backup generator which replaced a 35 KW unit and is handling the existing 35 KW loads plus the server room cooling system as well as critical kitchen functions which were previously handled by portable generators.

Additional Infrastructure Needed: Heating and cooling capacity needs to be added to generator.

Interim Continuity Plan: Add essential HVAC circuits to new generator

Long-Term Continuity Plan: Maximize the 60 KW capacity of the new generator with other loads that automatically transfer.

Building Name: Bridgeport Office of Education Building

Address: 137 Emigrant street, Bridgeport, CA

Services provided: Satellite services for Health Department and Social Services Department

Backup Power: limited power 2-20-amp circuits to Office of Education building during outage which houses social services and health department staff which can be provided by existing jail generator.

Additional infrastructure Needed: None.

Interim Continuity Plan: None needed.

Long-Term Continuity Plan: Re-wire critical circuits for cord and plug connection to jail portable generator.

Building Name: Bridgeport Annex I

Address: 74 North School Street, Bridgeport, CA

Services provided: Clerk/Recorder, Public Works, CAO Admin, Building, Community Development, Library, IT Servers

Backup Power: None

Additional infrastructure Needed: 15 KW portable generator.

Interim Continuity Plan: Provide a portable generator and appropriate power cords outside of the building for first and second floor power utilizing two power cords through exterior windows. This will provide power for two to three computers per floor during outages

Long-Term Continuity Plan: Purchase and install 15 KW portable with permanent electrical connections to provide for essential services for PW, Clerk, & CAO. This would provide several circuits of power for essential services.

Building Name: Bridgeport Annex II

Address: 25 Bryant Street, Bridgeport, CA

Services provided: Finance department, Assessor, & IT departments.

Backup Power: 30 KW permanent backup generator for IT systems including servers, cooling unit for servers, and phone system. Meets the system needs.

Additional infrastructure Needed: 15 KW portable with permanent electrical connections to provide for essential services for finance, Assessor, & IT. This would provide several circuits of power for essential services for the aforementioned departments.

Interim Continuity Plan: Provide a portable generator and appropriate power cords outside of the building for first and second floor power utilizing two power cords through exterior windows. This will provide power for two to three computers per floor during outages.

Long-Term Continuity Plan: Purchase & Install 15 KW portable with permanent electrical connections to provide for essential services for finance, Assessor, & IT. This would provide several circuits of power for essential services for the aforementioned departments.

Building Name: Bridgeport Memorial Hall

Address: 73 North School Street, Bridgeport, CA

Services provided: Community Center, emergency evacuation center.

Backup Power: 15 KW permanent emergency backup generator, auto start, propane fueled.

Additional infrastructure Needed: Air conditioning for evacuation center.

Interim Continuity Plan: System meets current needs.

Long-Term Continuity Plan: Addition of AC would require a larger generator to cover load.

Building Name: Bridgeport Medic 7

Address: 221 Twin Lakes Road, Bridgeport, CA

Services provided: A 24/7 Paramedic facility.

Backup Power: 15KW propane fueled permanent backup generator for paramedic residence but not garage. Meets essential system needs

Additional infrastructure Needed: Ambulance garage needs backup power to allow for garage to open automatically during an outage.

Interim Continuity Plan: None, meets essential needs.

Long-Term Continuity Plan: Add backup power to the garage to allow for automatic door opening.

Building Name: Bridgeport Road Shop
Address: 207 Jack Sawyer Road, Bridgeport, CA
Services provided: A full-service vehicle maintenance facility.
Backup Power: 11 KW auto start, propane fueled emergency backup generator for limited lighting and gas pumps. Meets the system needs.
Additional infrastructure Needed: None
Interim Continuity Plan: None. System meets the needs of the facility.
Long-Term Continuity Plan: None. System meets the needs of the facility.

Building Name: Bridgeport Probation
Address: 57 Bryant Street, Bridgeport, CA
Services provided: Probation Services for North County.
Backup Power: None
Additional infrastructure Needed: 8 KW portable generator.
Interim Continuity Plan: Provide portable back-up power as requested during PSPS events.
Long-Term Continuity Plan: Purchase & Install 8 KW portable with permanent electrical connections to provide for essential services for Probation. This would provide several circuits of power for essential services for the Probation department.

Building Name: Bridgeport Courthouse
Address: 278 Main Street, Bridgeport, CA
Services provided: Courthouse, Board of Supervisors, Offices.
Backup Power: None
Additional infrastructure Needed: 12 KW Portable generator.
Interim Continuity Plan: Provide back-up power as requested in PSPS events.
Long-Term Continuity Plan: Purchase & Install 12 KW portable with permanent electrical connections to provide for essential services for Courthouse operations. This would provide several circuits of power for essential services for Courthouse operations. The concept for the portable would be to not impact the view around the Historical Courthouse.

Building Name: Bridgeport Twin Lakes Annex/Annex III
Address: 221 Twin Lakes Road, Bridgeport, CA
Services provided: Paramedics, Animal Control, Potential EOC
Backup Power: None
Additional infrastructure Needed: 15 KW permanent propane auto start unit
Interim Continuity Plan: Portable back-up as needed.
Long-Term Continuity Plan: Purchase & install a 15 KW permanent propane auto start unit. This facility was set up with electrical & Data connections to serve as an EOC.

Chalfant

Building Name: Chalfant Community Center

Address: 123 Valley Road, Chalfant Valley, CA

Services provided: Community Center, Emergency Center.

Backup Power: 50 KW generator owned by Chalfant Fire, propane fueled, manual start.

Additional infrastructure Needed: Purchase 15 KW, propane, auto start generator for Community Center.

Interim Continuity Plan: Help maintain existing Fire Department generator.

Long-Term Continuity Plan: Purchase and install 15 KW generator exclusively for Community Center.

Crowley Lake

Building Name: Crowley Lake Community Center

Address: 458 South Landing Road, Crowley Lake, CA

Services provided: Community Center, emergency center.

Backup Power: Crowley Lake Community Center 20 KW propane powered, auto start, unit that covers all essential services and can be used as an emergency center. (No air conditioning in facility)

Additional infrastructure Needed: No additional backup required at this time.

Interim Continuity Plan: System meets current needs.

Long-Term Continuity Plan: Add AC unit and a portable generator to address additional AC load.

Building Name: Crowley Lake Park

Address: 3635 Crowley Lake Drive, Crowley Lake, CA

Services provided: Crowley Lake Park 25 KW that services the water well only and provides water for Fire dept., & Sub-station. Fire Department owned generator covers Sheriff sub-station, and Fire Department.

Backup Power: 25 KW, propane fueled, auto start.

Additional infrastructure Needed: None

Interim Continuity Plan: Meets the needs of system.

Long-Term Continuity Plan: Meets the needs of system.

June Lake

Building Name: June Lake Community Center

Address: 90 West Granite Avenue, June Lake, CA

Services provided: Community Center, Thrift Store, emergency center.

Backup Power: 45 KW propane powered, auto start, unit that covers all essential services.

Additional infrastructure Needed: None.

Interim Continuity Plan: Current system meets needs.

Long-Term Continuity Plan: Current system meets needs.

Lee Vining

Building Name: Lee Vining Community Center

Address: 296 Mattly Avenue, Lee Vining, CA

Services provided: Community Center, Day Care Center, Tribe Headquarters, Emergency Center.

Backup Power: 45 KW, propane fueled, auto start unit that covers all essential services. This is the only county facility in Lee Vining that is backed up by generator and can be used as an emergency center.

Additional infrastructure Needed: No additional backup required at this time.

Interim Continuity Plan: System meets needs.

Long-Term Continuity Plan: System meets needs.

Mammoth Lakes

Building Name: Mono County Civic Center

Address: 1290 Tavern Road, Mammoth Lakes, CA

Services provided: Civic center for Mono County offices in Mammoth

Backup Power: The current Civic Center will have a 150KW propane fueled, auto start, generator that will be shared between the existing Town Police station, and the future Town facility.

Additional infrastructure Needed: Additional analysis required as back-up system was developed prior to PSPS outages. We will have an extra 15 KW, propane fueled, auto start generator from the Minaret mall that can be used potentially at new Civic center to back up additional systems.

Interim Continuity Plan: Do additional needs analysis after facility is in operation.

Long-Term Continuity Plan: Add additional back-up infrastructure based on above analysis.

Walker

Building Name: Walker Community Center

Address: 442 Mule Deer Road, Coleville, CA

Services provided: Community Center, Emergency center.

Backup Power: 45 KW propane powered, auto start, unit that covers 100% of the facility.

Additional infrastructure Needed: None.

Interim Continuity Plan: No additional backup required at this time.

Long-Term Continuity Plan: System meets needs.

Building Name: Walker Senior Center

Address: 399 Mule Deer Road, Coleville, CA

Services provided: Senior Center, prepare meals, Thrift Store.

Backup Power: 16 KW propane powered, auto start unit that covers 30% lighting, heat, kitchen.

Additional infrastructure Needed: No additional backup required at this time.

Interim Continuity Plan: System meets needs.

Long-Term Continuity Plan: System meets needs.

Building Name: Walker Medic 1

Address: 466 Mule Deer Road, Coleville, CA

Services provided: A 24/7 Paramedic facility.

Backup Power: 15 KW propane powered, auto start unit that covers 100% of facility

Additional infrastructure Needed: No additional backup required at this time.

Interim Continuity Plan: System meets needs.

Long-Term Continuity Plan: System meets needs.

Building Name: Walker Wellness Center

Address: 107655 Highway 395, Coleville, CA

Services provided: Behavioral Health Services and Programs

Backup Power: None

Additional infrastructure Needed: None, with no request for backup.

Interim Continuity Plan: None.

Long-Term Continuity Plan: None.

Building Name: Walker Career Center

Address: 107384 Highway 395, Coleville, CA

Services provided: Career and job services.

Backup Power: None, with no request

Additional infrastructure Needed: None

Interim Continuity Plan: None.

Long-Term Continuity Plan: None.

Prioritization and Timeframes

Interim Continuity Plans:

Within 3 months:

Bridgeport Medic 7 Garage, Annex I, Annex II, and Office of Education.

3-6 months:

Bridgeport Probation.

6-12 months:

Benton Community Center, Bridgeport Jail, Bridgeport Courthouse, Mono County Civic Center.

Long-Term Continuity Plans:

In order of Priority.

1. Memorial Hall upgrade.
2. Bridgeport Twin Lakes Annex.
3. Chalfant Community Center.
4. Crowley Lake Community Center.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

TIME REQUIRED 20 minutes

SUBJECT Civic Center Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tony Dublino, Director of Public
Works; Nate Greenberg, IT Director

AGENDA DESCRIPTION:

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

Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

RECOMMENDED ACTION:

None; Informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: District Attorney

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Tim Kendall

SUBJECT Employment Agreement with Tobias Hasler

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Tobias Hasler as Deputy District Attorney III and prescribing the compensation, appointment, and conditions of said employment.

RECOMMENDED ACTION:

Announce fiscal impact. Adopt Resolution #R20-____, approving a contract with Tobias Hasler as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2019-2020 (June 16 to June 30th) is approximately \$7,923 of which \$4,895 is salary and \$3,028 is the cost of the benefits, and there is sufficient budget. Total cost for a full fiscal year (2020-2021) would be \$190,158 of which \$117,480 is annual salary and \$372,678 is the cost of the benefits, and will be included in the CAO's recommended budget.

CONTACT NAME: Elizabeth Pelichowski

PHONE/EMAIL: 7609325550 / epelichowski@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

[Empoloyment Agreement](#)

History**Time**

6/11/2020 2:38 PM

6/10/2020 10:51 AM

6/9/2020 3:52 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
Sierra Center Mall, P.O. Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

TO: Honorable Board of Supervisors
FROM: Tim Kendall, District Attorney
DATE: June 2, 2020

Time Needed: 5 minutes for presentation and 5 minutes for discussion.

Subject

At-Will Contract with Tobias Hasler for the Deputy District Attorney III Position.

Recommendation

Approval of said Contract with Tobias Hasler.

Discussion

In March, 2020, Brad Braaten, DDAIII resigned his position to take the position as a Mono County Public Defender. After a two-month recruitment, the position was offered and accepted on April 30, 2020 by Tobias Hasler pending his background investigation. On June 1, his background was completed which cleared him for the position.

Mr. Hasler comes to Mono County after serving four years as a Deputy District Attorney III in the Humboldt County District Attorney's Office. With the absence of a prosecutor in the office for close to four months, Mr. Hasler will fill a much need position in the office. His extensive trial experience will enable him to hit the ground running and allow the office to catch up on the back load of cases waiting to be prosecuted.

Mr. Hasler has a proven track record and will enable him to effectively represent the residence of our County. He will be a great asset to Mono County and to the Mono County District Attorney's Office.

Fiscal Impact

Current salary is \$9,790 per month. Yearly salary is \$117,480, Benefits are \$38,655 per year, PERS Retirement is \$34,023 per year. Total impact \$190,158 per year.



R20-__

**RESOLUTION NO. R20-
A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AN EMPLOYMENT AGREEMENT WITH TOBIAS HASLER
FOR THE POSITION OF MONO COUNTY
DEPUTY DISTRICT ATTORNEY III.**

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; and

WHEREAS, on June 16, 2020 the Board of Supervisors entered into an agreement with Tobias Hasler prescribing the compensation, appointment and conditions of Mr. Hasler’s employment with the County (the “Agreement”); and

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacey Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**EMPLOYMENT AGREEMENT
OF TOBIAS HASLER AS DEPUTY DISTRICT ATTORNEY III**

This Agreement is entered into this 16th day of June 2020, by and between Tobias Hasler and the County of Mono.

I. RECITALS

The County wishes to employ Tobias Hasler as a Deputy District Attorney III on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Hasler wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be July 13, 2020, until July 13, 2023, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Hasler in writing no later than January 13, 2023, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Hasler shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Hasler that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Hasler as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing July 13, 2020, Mr. Hasler shall be employed by Mono County as a Deputy District Attorney III, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Hasler accepts such employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Hasler's employment.
3. Effective July 13, 2020, Mr. Hasler's salary shall be \$9,790 per month (pro-rated for the month of July 2020 based on the start date). The Board may unilaterally increase Mr. Hasler's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with the Mono County Public Employee's Association (MCPE), this Agreement will be reopened for discussion and potential re-negotiation with respect to Mr. Hasler's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Hasler in good faith, but the County's

decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Hasler's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

4. Mr. Hasler's shall earn and accrue vacation and sick leave in accordance with the County's Management Benefit's Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave during each year of service under this Agreement (pro-rated for this year based on hiring date). Mr. Hasler understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.
5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Hasler's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Hasler shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), the CalPERS retirement formula applicable to Mr. Hasler's employment will be 2% at 62. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Mr. Hasler understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering

of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Hasler cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Hasler's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. Hasler's employment, the District Attorney may terminate Mr. Hasler's employment at any time during this agreement, without cause. However, should there be a change in the incumbent holding the office of District Attorney, Mr. Hasler's employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 520 of the Mono County Personnel Rules, or any successor provision, as the same may be amended from time to time, is determined by the County Administrative Officer under advice of County Counsel, subject to review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Hasler understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System, except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his discretion, take during Mr. Hasler's employment.
9. In the event that such a termination without cause occurs after July 13, 2021 (i.e., after the first twelve months of employment), Mr. Hasler shall receive as severance pay a lump sum equal to three months' salary. In the event that such a termination without cause occurs after July 13, 2022 (i.e., after the first twenty-four months of employment), Mr. Hasler shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Hasler shall instead receive a lesser amount equal to any

remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Hasler shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Hasler that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Hasler shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives his notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 520 of the Mono County Personnel rules, or any successor provision, as the same may be amended from time to time. Mr. Hasler shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons. As required by Government Code sections 53243, Mr. Hasler shall reimburse the County for any paid leave pending an investigation, the costs of legal criminal defense (if provided), or cash settlement related to termination by the County in the event he is convicted of a crime involving abuse of office or position.
11. Mr. Hasler may resign his employment with the County at any time. His 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. Mr. Hasler shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Hasler.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Hasler'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 Mr. Hasler's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

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

III. EXECUTION:

This Agreement is executed this 16th day of June, 2020.

EMPLOYEE

THE COUNTY OF MONO

Tobias Hasler

By: Stacey Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

Stacey Simon
County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

TIME REQUIRED

SUBJECT Closed Session - Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 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:

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Who

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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
6/11/2020 2:37 PM	County Administrative Office	Yes
6/10/2020 4:57 PM	County Counsel	Yes
6/11/2020 2:42 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 16, 2020

Departments: Sheriff

TIME REQUIRED 45 minutes

PERSONS APPEARING BEFORE THE BOARD Sheriff Ingrid Braun

SUBJECT Law Enforcement Update

AGENDA DESCRIPTION:

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

In response to recent national events, a presentation by Sheriff Ingrid Braun regarding law enforcement in Mono County.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Sheriff Ingrid Braun

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

History

Time	Who	Approval
6/11/2020 2:38 PM	County Administrative Office	Yes
6/11/2020 8:05 AM	County Counsel	Yes
6/11/2020 2:43 PM	Finance	Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Phillip West
Undersheriff

DATE: June 16, 2020
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: Law Enforcement in Mono County

RECOMMENDATION:

Receive presentation from the Sheriff's Office and other Mono County law enforcement agencies.

DISCUSSION:

On May 25, 2020, George Floyd died when a Minneapolis police officer kneeled on his neck for over eight minutes. The force used on Mr. Floyd is inexplicable and inconsistent with all police training in California. Subsequent to this incident, our Nation has seen unrest and calls for changes in how law enforcement interacts with their communities. In response, I will present answers to many questions and concerns about how the Mono County Sheriff's Office and our partner agencies, the Mammoth Lakes Police Department, the Mono County District Attorney's Office, Mono County Probation and the California Highway Patrol, conduct law enforcement activities in Mono County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB' with a flourish.

Ingrid Braun
Sheriff-Coroner